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A COLLECTION OF  
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RELATING TO INDIA AND  
NEIGHBOURING COUNTRIES

COMPILED BY  
C. U. AITCHISON, B.C.S.,  
UNDER SECRETARY TO THE GOVERNMENT OF INDIA  
IN THE FOREIGN DEPARTMENT

VOL. VII.

CONTAINING

THE TREATIES, &c., RELATING TO THE BOMBAY  
PRESIDENCY. PART I—THE PESHWA, THE MAHI  
KANTHA AGENCY AND THE REWA KANTHA  
AGENCY.

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## PART I.

# Treaties, Engagements and Sanads relating to the Territories comprised within the Bombay Presidency, and to the States, etc., in Political Relations with the Government of India through the Government of Bombay.

### I.—THE PESHWA.

**S**HIVAJI, the founder of the Mahratta power, began his career as a bandit at the early age of seventeen and, at the time of his death in 1682, had established his power over the greater part of the Konkan. He had few pretensions beyond those of a successful rebel against the declining Muhammadan power.\* Most of his possessions were wrested from his son and successor, Sambhaji, who was taken prisoner by Aurangzeb and cruelly put to death, while his son, Sahu or Sahuji, was carried into captivity. But the efforts of the Emperor to subdue the Mahrattas, in which he persevered till his death in 1707, were unavailing. For although he succeeded in taking most of their forts, the Mahrattas, under different leaders, revenged and enriched themselves by incursions into the imperial dominions, and overran the whole country south of the

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\* A treaty appears to have been concluded with him in 1674, which is thus described by Grant Duff:—

"The treaty consisted of twenty Articles, the substance of which the Mahrattas have preserved under four heads:—*First*, indemnification for the losses at Rajapur, with permission to establish factories at Rajapur, Dabal, Chaul, and Kalyan, and to trade all over Sivaji's territory; buying and selling at their own prices, without being liable to the imposition of fixed rates; *second*, they were only to pay an import duty of  $2\frac{1}{2}$  per cent. *ad valorem*; *third*, coins were to pass reciprocally; and *fourth*, wrecks were to be restored."—*History of the Mahrattas*, Vol. I, p. 264.

Narbada. The ill-judged bigotry of Aurangzeb, in provoking by religious persecution the Rajput Princes of Malwa, favoured the cause of the Mahratta invaders. But it was chiefly during the weak reign of Muhammad Shah that the Mahratta supremacy was extended.

Sahuji was released from captivity on the death of Aurangzeb; but, on his return to the Deccan, he found himself opposed by his cousin Shivaji and his aunt Tara Bai. He succeeded, through the ability of his minister Balaji Vishwanath, in recovering his rights. Sahuji, the nominal head of the Mahratta power, established himself at Satara, of which place his successors became titular Rajas; while the real authority and actual supremacy in the Mahratta confederacy devolved on Balaji, in whose family the office of Peshwa became hereditary, as was usually the case with offices under the Mahratta rule.

Balaji Vishwanath died in April 1720 and was succeeded by his son Baji Rao, who held office for twenty years. The armies of Baji Rao ravaged Gujarat and completely reduced Malwa, of which province he was created Subadar by the Emperor of Delhi. Baji Rao found support in the policy of the Nizam, who wished to interpose the Mahrattas as a barrier between the Court of Delhi and his own possessions. After overrunning Bundelkhand and northern India, and exacting a promise of chauth, or a fourth of the revenue, of the Delhi Empire, Baji Rao returned to his southern possessions. He died in 1740 on the banks of the Narbada, when marching to renew his depredations in northern India. A year before his death the East India Company concluded with him a Treaty (No. I), mainly of a commercial nature.

Baji Rao left three sons, Balaji Baji Rao, Raghoba and Shimsher Bahadur, an illegitimate son by a Muhammadan woman. The last succeeded to the Peshwa's possessions in Bundelkhand and his descendants became the titular Nawabs of Banda. Balaji Baji Rao, commonly called Nana Sahib, succeeded his father in the office of Peshwa after some opposition from Raghaji Bhonsla and the Gaekwar and, on his accession, he went through the mock ceremony of receiving investiture from the hands of the nominal Raja, Sahu. Being himself of an inactive disposition, he entrusted his internal government to his cousin, Sadashiv Rao Bhaos, and the command of his armies to his brother, Raghunath Rao or Raghoba. In 1755 an Agreement (No. II) was made with Balaji Rao for a joint expedition to reduce the power of Angria, who had established his authority on the Konkan coast with Mahratta territory and had become so formidable by his piratical depredations that the Company found it necessary to take vigorous measures for his destruction, in which they were willingly assisted by the Mahrattas. The strongholds of the pirates and their treasure were captured by a combined force under Clive and Admiral Watson in 1756. On the conclusion of the expedition a Treaty (No. III) was made with the Peshwa which,

besides securing to the Company certain commercial advantages and giving them possession of ten villages including Bankote, excluded the Dutch from the trade of the Mahratta dominions.

In the time of Baji Rao, the Chiefs Scindia and Holkar had risen to be the principal leaders of the Mahratta armies under Raghoba. The whole of Malwa was divided between them and a few jagirdars, of whom Anand Rao Puar of Dhar was the principal. Mahratta influence was now supreme at Delhi, where the dissensions of the court had invited their interference. In 1758 the Mahratta conquests were extended as far as Lahore and Multan. But these aggressions provoked the fifth invasion of Ahmad Shah Abdali, at whose hands the Mahrattas sustained a disastrous defeat at Panipat which for a time destroyed their power in northern India. The Peshwa survived this disaster only a few months.

Nana Sahib was succeeded by his second son, Madhav Rao Balal, then 17 years of age, under the regency of his uncle Raghoba. Shortly after his accession his territories were threatened by the Nizam, and the Peshwa became desirous of settling some existing disputes with the British, which had arisen in consequence of attacks made on the Sidi of Janjira, an ally of the Company. The disputes were adjusted in 1761 by Treaty (No. IV). Negotiations were also entered into by the Mahrattas with a view to obtaining military assistance from the British, but these were suddenly broken off, the Mahrattas having in the meantime come to terms with the Nizam.

Raghoba endeavoured to keep Madhav Rao in a state of dependence, but the talents and address of the latter enabled him to assume the administration and to hold it for eleven years. He died in 1772 without issue. The year before his death the influence of the Mahrattas was re-established in upper India by Scindia, who overran Rohilkhand, detached the Emperor Shah Alam from alliance with the British, and replaced him on the throne of Delhi, where he held him in a state of tutelage.

The death of Madhav Rao was followed by the murder of his brother and successor, Narayan Rao, and the usurpation of Raghoba. A revolutionary party was formed by the chief ministers of the State in favour of Ganga Bai, widow of Narayan Rao, who, after her husband's murder, gave birth to a son, Madhav Rao Narayan. Raghoba, on the other hand, strengthened his position by negotiations with Scindia, Holkar and the British. Being deserted by Scindia and Holkar, Raghoba was glad to purchase the assistance of the British by ceding Bassein, the island of Salsette and other islands on the Bombay coast, the cession of which they had long endeavoured to obtain, and which they had recently occupied in order to forestall their occupation by the Portuguese. The arrangements made were, in 1775, regulated by a Treaty (No. V) between Raghoba and the Government of Bombay,

The force sent to assist Raghoba gained some unimportant successes, at which Raghoba was so pleased that he presented to the British the districts of Hansot and Amod, then estimated to yield Rs. 2,77,000 a year. But Raghoba's successes were short-lived. The Government disapproved of the treaty with him and particularly of the action of the Bombay Government in sending troops in his support, declared it invalid, and deputed Colonel Upton to negotiate with the ruling ministerial party at Poona. In 1776 Colonel Upton concluded the Treaty of Purandhar (No. VI); but two of its articles were afterwards erased by mutual consent, and an additional clause was added. This treaty established peace between the Company and the ministerial party and dissolved the alliance with Raghoba, who vainly attempted to maintain the alliance by offering to cede the whole of the Konkan and ten per cent. of all the jagirs of the Mahratta Empire.

In the meantime the ministerial party split into two factions—one headed by Nana Farnavis and Scindia, in support of the young Peshwa, and the other by Moroba, the cousin of Nana Farnavis, who was supported by Holkar and the adherents of Raghoba at Poona. Owing to the vacillation of Holkar the party of Nana Farnavis gained the ascendancy. Nana Farnavis not only obstructed the fulfilment of the Treaty of Purandhar, but was believed to have made a secret agreement with the French which endangered the Company's possessions in the west of India: and, as Moroba's party invited the co-operation of the British, it was resolved to make a new alliance with Raghoba on the terms of the Treaty of 1775, but on the understanding that he was to be placed in power merely as regent for the young Peshwa during his minority. The new Treaty (No. VII) with Raghoba was concluded in 1778.

The Bombay troops, which were to establish Raghoba in the regency, advanced towards Poona without waiting for the column which was marching to their support from Bengal under Colonel Goddard. At Talegaon they were met by the whole Mahratta force, their retreat was cut off, and they were compelled to sign the Convention of Wargaon (No. VIII). By this the whole of the territory acquired by the Bombay Government since the death of Madhav Rao Balal was surrendered; and the British army was allowed to retreat after giving two hostages for the fulfilment of the Convention. The Government of Bombay refused ratification and Colonel Goddard, who reached Bombay early in 1779, was instructed to endeavour to negotiate peace with the Poona State on the terms of the Treaty of Purandhar, but with a provision for the exclusion of the French from Mahratta territories.

Negotiations were continued for several months, but eventually hostilities were commenced, as the Mahrattas insisted on the restoration of Salsette and the surrender of Raghoba as preliminaries to any treaty.

After obtaining some successes in the Konkan and Malwa, the Company received intelligence that a confederacy had been formed against them by Haidar Ali, the Nizam and the Mahrattas, and deemed it expedient to make proposals for peace. The Raja of Berar was detached from the confederacy and a separate treaty was made with Scindia, who agreed to use his influence to bring about a general peace. The negotiations resulted in the conclusion of the Treaty of Salbai (No. IX) in 1782, by which peace was restored between the Peshwa and the Company and their respective allies. The British were to abstain from giving any support or protection to Raghoba, who was to receive a provision from the Peshwa; all territories conquered from the Peshwa subsequent to the conclusion of the Treaty of Purandhar were restored; the Nizam and Haider Ali were to restore the territories they had taken from the British; and Scindia became guarantee for the due fulfilment of the treaty by the contracting parties. Raghoba survived the conclusion of this treaty only a few months. The interpretation of article 11 of the above treaty, relating to maritime intercourse, was, in 1783, defined by a supplementary Treaty (No. X) which further provided that no protection should be given by either party to fugitives from the territory of the other.

Haidar Ali died in December 1782, but his son, Tipu, although professing acquiescence in the terms of the Treaty of Salbai, continued the war with the Company: and a new Treaty (No. XI) was concluded in October 1783 between Scindia and the Company on the one part, and the Peshwa on the other, to enforce his submission in accordance with the 9th article of the Treaty of Salbai. Before the provisions of this treaty could be carried out, the Madras Government had made peace with Tipu by the Treaty of Mangalore. This treaty, which was concluded without the concurrence of the Peshwa, the Mahrattas affected to consider a violation of the Treaty of Salbai; but the ambitious designs which the leaders of the Mahratta parties now began separately to entertain reconciled them to the arrangements which had been made.

On the first appearance of a rupture with Tipu in 1790, Lord Cornwallis directed his attention to an alliance with the Peshwa. A Treaty (No. XII) of offensive and defensive alliance was made, to which the Nizam was admitted. The Treaty of Seringapatam, concluding peace with Tipu, put the Peshwa in possession of one-third of the territories conquered from Tipu, yielding an annual revenue of 13,16,000 pagodas. After this, Hari Pant, the commander of the Mahratta army, proposed to subsidise a British force for the purpose of reducing refractory dependents of the Peshwa; but the proposal was rejected. The jealousy with which the Mahratta powers now began to view the increased ascendancy of the British led the Peshwa to refuse the proposals of Lord

Cornwallis for a mutual guarantee between the Company, the Nizam and the Peshwa against future aggressions on the part of Tipu.

The chief Mahratta leaders had now become allies rather than dependents of the Peshwa. Separate treaties had been concluded by the Company with the Raja of Berar, the Gaekwar and Scindia, and it is only in a confederacy of equals acting against a common enemy that the Mahratta Chiefs again appear united. The independence of Scindia was virtually recognised by the Treaty of Salbai, and his separate conquests in northern India and Malwa, although nominally held by him as deputy of the Peshwa, gave him full control over the Court at Poona.

The young Peshwa, Madhav Rao, died on the 27th October 1795, and his death was followed by dissensions which threatened the dissolution of the Mahratta confederacy. These dissensions resulted in the establishment as Peshwa of Baji Rao, the son of Raghoba, through the military power of Daulat Rao Scindia, who used his ascendancy among the Mahratta Chiefs to defeat the negotiations of the British for an alliance with Poona. After the fall of Seringapatam in 1799, a share of the conquered territories of Mysore, yielding 2,63,000 pagodas, was offered to the Peshwa, on condition that the grant should form the oasis of a new treaty similar to that which the British Government had concluded with the Nizam. But under the influence of Scindia the Peshwa rejected the offer and the territory was divided between the Company and the Nizam.

In the war which broke out between Scindia and Holkar in 1801, the united forces of Scindia and the Peshwa received a severe defeat in October 1802. The crisis was opportune for the re-establishment of British influence at Poona. Overtures for a subsidiary force, made by Baji Rao, who had fled from Poona on Holkar's approach, were favourably received and in December 1802 the celebrated Treaty of Bassein (No. XIII) was signed. By this the Peshwa undertook to receive a subsidiary force of six battalions with guns, and to cede for their payment territory of the value of Rs. 26,00,000. The Peshwa was to refer to the Company all his disputes with the Nizam and his claims against the Gaekwar, and was to be restored to his full rights as head of the Mahratta confederacy. A portion of the territory thus ceded was afterwards exchanged for part of the Peshwa's possessions in Bundelkhand; and in December 1803 this arrangement was embodied in supplementary articles to the treaty. Baji Rao was re-established at Poona in May 1803. Holkar fled on the approach of the British force: and Scindia, after hesitatingly expressing his acquiescence in the arrangements to be made under the Treaty of Bassein, in which he saw the destruction of his scheme for obtaining control over the Poona Government, changed his plans and formed a league with the

Raja of Berar to defeat the treaty. The campaigns against these Mahratta Chiefs in 1803, and against Holkar in 1805, completely broke up the Mahratta confederacy, and established once for all the supremacy of the British power in India. The territories then conquered from Scindia and the Raja of Berar were distributed in 1804 between the Company, the Peshwa and the Nizam, by the partition Treaty of Poona (No. XIV). The Peshwa's share was the city and province of Ahmednagar.

Nothing occurred to interrupt the friendly relations between the Company and the Peshwa, although the latter was somewhat dissatisfied with the terms of the settlement of his claims over the petty jagirdars within his dominions, who were guaranteed in their territories so long as they fulfilled their original engagements to the Poona State, until 1815, when difficulties arose owing to treacherous conduct on the part of the Peshwa and his minister Trimbakji Denglia. By the Treaty of Bassein the Company had been constituted arbitrator between the Peshwa and the Gaekwar. For the settlement of the heavy claims of the Peshwa, brought forward in pursuance of a scheme to revive the old Mahratta policy at which Baji Rao began to aim, the minister of the Gaekwar, Gangadhar Shastri, a staunch friend of the British, was invited to Poona under a guarantee from the Company of his personal safety. He was there assassinated at the instigation of Trimbakji, the Peshwa himself not being above suspicion of participation in the crime. Baji Rao was compelled to surrender Trimbakji, who was imprisoned in the fort of Thana, but escaped in September 1816 and was concealed by the Peshwa who, while pretending the greatest zeal for the friendship of the British, was making extensive preparations for war and had opened negotiations with Holkar, Nagpur and the Pindaris. When these facts were discovered, the Peshwa was informed that he had grossly violated his engagements, the subsidiary force was marched upon Poona and Baji Rao was required to surrender three of his strongest forts and to sign a Treaty (No. XV) dictated to him by the British Government. The principal provisions of this treaty were obligations to seize and deliver up Trimbakji; to cede territory in lieu of the maintenance of his contingent furnished under the Treaty of Bassein; to compromise his claims on the Gaekwar; to acknowledge the settlements made with the subordinate jagirdars in 1812; and to abstain from diplomatic intercourse with foreign powers.

The system of non-interference followed by the Company in Central India and Malwa had greatly strengthened the Pindari hordes, and in 1816 their inroads into British territory made a change of policy necessary. The Pindaris depended largely on the support of the Mahratta Chiefs, but Scindia was detached from their cause by the Treaty of 1817, Amir Khan was gained over by being guaranteed in his territories, the force

of Holkar was broken in the battle of Mahidpur and, after a harassing war, the Pindaris were completely defeated and their Chiefs were forced to surrender unconditionally. In the meantime Baji Rao, smarting under the humiliation to which he had been subjected by the recent treaty, took advantage of the Pindari war to break off relations with the British. On the 5th November 1817 he suddenly attacked and plundered the Residency at Poona. After a desultory campaign, Baji Rao was reduced to extremities and in May 1818 threw himself on the generosity of the British. He accepted terms (No. XVI) by which he resigned his sovereign power and agreed to reside at some place on the Ganges, receiving an allowance of Rs. 8,00,000 a year. Bithur, near Cawnpore, was selected as his future residence. Persons residing within the jagir assigned to him at Bithur were exempted from the jurisdiction of the ordinary civil and criminal courts of the country by Regulation I of 1832.

Baji Rao died on the 28th January 1851. He bequeathed all his property to his adopted son, Dhondo Pant Nana, who was recognised by the Company as his heir, but no portion of the pension granted to Baji Rao was continued to his family. The jagir at Bithur, however, was continued for life to Dhondo Pant, but its residents were made subject to the ordinary civil and criminal courts. Dhondo Pant was the notorious Nana Sahib, who presided at the massacre at Cawnpore and took a leading part in the rebellion of 1857.

## No. I.

## TREATY with the MAHRATTAS in 1739.

ARTICLES of AGREEMENT between STEPHEN LAW, GOVERNOR of BOMBAY, &c., on the part of the HONORABLE ENGLISH EAST INDIA COMPANY, and BAJEEROW, PUNDIT PURDAN, or first MINISTER of the MOST SERENE SOU RAJAH, JULY 1739, or 1140, GENTOO STYLE.

STIPULATIONS between the GOVERNMENT of BAJEEROW, PUNDIT PURDAN, in the year 1140 of the GENTOO STYLE (ANNO DOMINI 1739) and the HONORABLE STEPHEN LAW, GENERAL of the port of BOMBAY, delivered to CAPTAIN INCHBIRD, his DEPUTY in BASSEIN.

## ARTICLE 1.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels; save that if two or three vessels should accidentally fall into company with the English, in such case Bajeerow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, of other merchants, as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our Government, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet whilst they continue under that convoy.

## ARTICLE 2.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this State and shall only freight those that have our pass; but in case of such a freight

them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

through pure necessity, and the effects should be seized by our fleets on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

#### ARTICLE 3.

The English will not lay any restraint on the inhabitants of other countries that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes with their effects and gallivats.

The English shall lay no restraint on the inhabitants, coolies, carpenters, and all castes of people belonging to the jurisdiction of Bassein up to Demaun and other places whatever, that retired to Bombay, but shall let them come away with their effects and gallivats.

#### ARTICLE 4.

The English will furnish two fighting gallivats, if required, to give convoy to the fishing gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing gallivats that carry provisions or goods to and from Versova shall be convoyed in their passage, coming and going, between Versova and Mahim, by the English.

#### ARTICLE 5.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sail-cloth, coir, and others (excepting artillery, balls, powder, and shot), they paying the customary duties. Such things as have not before been used to pay export duty shall continue free of any as before. In like manner Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize or goods (except artillery, powder, balls and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails, and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the merchants or the Company; and when exported they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner there shall be no impediment given the English, the Company, or their merchants in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

## ARTICLE 6.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' vessels and fishing gallivats belonging to Bajeerow's Government shall have free passage through the said river, and five or ten seploys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten seploys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

## ARTICLE 7.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other or more of the sorts than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their friends.

In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

## ARTICLE 8.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave he shall be delivered up by compulsion.

Any person, of their side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is, and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave, he shall be delivered up by force.

## ARTICLE 9.

Any vessel belonging to the English or Bajeerow, that shall be driven by stress of weather, or other accidents, for shelter on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessel shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may have suffered be refitted, and proceed freely on her voyage. But in case the Company's or their Merchants' effects shall be shipwrecked on any place of our jurisdiction, one-half shall be restored to the owners, and one-half shall remain to the State. In like manner the effects on board any vessels of our jurisdiction, that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

## ARTICLE 10.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Underee on this side.

Our fleet will not harm any vessel navigating without a pass from this State, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Underee this way.

## ARTICLE 11.

Bajeerow's fleet shall, by no means, hurt or molest the fishing gallivats, or other vessels belonging to the English or their subjects, in their navigation of these seas. In like manner Bajeerow's fishing gallivats, and other vessels belonging to him, or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallivats, or other vessels belonging to Bombay, navigating these seas. In like manner our fishing gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

## ARTICLE 12.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case

The fleet of this State shall go in and out of port freely, and if, at any time, it should repair to Bombay for watering,

of touching at Bombay for watering, they shall have friendly treatment. In like manner the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

and stay some time there, it shall meet with assistance there. In like manner we will assist and supply the English fleet arriving at any of our ports.

#### ARTICLE 13.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the Rivers Negotan, Penn, and other ports : but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment on the part of the English to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the Rivers Negotan, Penn, and other ports ; but if any such vessels go into Bombay, and unload their goods, they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done to such merchant vessels by any power whatever.

#### ARTICLE 14.

The merchant vessels belonging to the English and their subjects shall have free leave to purchase in the Rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same, paying the customs, and on the part of Bajeerow there shall be no impediment.

These fourteen Articles shall be observed without failure.

The merchant vessels of Bombay may, in the Rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties; and, on the part of this State, no impediment shall be given them.

These fourteen Articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

*The 16th of Rabillicar (or 12th July).*

Confirmed by the Bombay Government on 20th July 1739.

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## No. II.

ARTICLES of AGREEMENT for an expedition against TOOLAJEE ANGRIA, settled in MARCH 1755, by the HON'BLE RICHARD BOURCHIER, Esquire, GOVERNOR of BOMBAY, in behalf of the Honourable East India Company; and RAMAJEE PUNT, SOOBADHAR, in behalf of his master, NANA (BALAJEE BAJEE RAO) PUNDIT PURDAN, GENERAL of the MAHRATTAS,—1755.

*1st.*—That all the Marine shall be immediately under the command of the English, and the management of all affairs, both by sea and land, carried on by the approbation of both parties.

*2nd.*—All vessels whatever that may be taken from Toolajee (Angria) shall be equally divided between the English and Mahrattas, except the *Restoration*, which is to be the sole property of the English.

*3rd.*—Bankote and Himmutgur, with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honourable Company's property for ever, and the Mahrattas not to levy any additional inland duties.

*4th.*—The English engage to keep the sea, and prevent Angria's fleet from throwing succours into any place that may be attacked, but at this season only Soovurndoorg, Unjunwel, and Vijoorg.

*5th.*—All ammunition, guns and other stores that may be taken in the several forts in Angria's territories to belong entirely to the Mahrattas.

*6th.*—If Manajee's territories are jointly attacked, the Fort of Khanderee with its harbour to be devlivered unto the Honourable Company, with the Villages Rivans, Runjunkhar, Sarul Shamy, Mandven, Kolgaon, Donbaren, Kehim, and Avas.

*7th.*—Any other Articles that may be necessary to be agreed upon to be settled between the Governor and Nana Pundit Purdan.

Confirmed by the Government of Bombay on the 19th March 1755.

## No. III.

TREATY with the MAHRATTAS, dated the 12th of October 1756.

## ARTICLE 1.

That the Mahratta Government will never permit the Dutch to settle or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

## ARTICLE 2.

As an Article regarding Mahim River was included in the Treaty made in the time of the deceased Bajeerow, and it having been represented that the Bundora coolies have of late begun to set up new fishing stakes, which they ought not to have done in that river, the Mahratta Government do hereby oblige themselves not to permit thereof in future.

## ARTICLE 3.

As Bankote and Himmugur have been delivered to the Honorable Company, the Mahrattas do, by these presents, give them the following villages towards, defraying the expenses thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession, without further delay, *viz.*, Vilass, Bag, Manly, Veswee, Chepolee, Coodook, Pundarree, Panam, Dasgom, and Comela.

## ARTICLE 4.

It having been a custom, during the Governments of Angria and the Mahrattas at Bankote, that the Seeddees received a chouth, or quarter part of the customs, the Mahrattas engage to satisfy the Seeddee in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Seeddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these Articles concerning the delivery of Ghereah.

## ARTICLE 5.

Customs are to be levied by the Mahrattas on goods which pass up the river of Bankote only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bankote.

## ARTICLE 6.

As Dasgom is a pass for the Vunjarrahs, or country merchants, the Mahrattas engage that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

## ARTICLE 7.

All such subjects and inhabitants of Bankote, Himmugur, and its dependencies, as, on account of the dispute with Angria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English without any impediment from the Mahratta Government; and others that in future may leave the English are to be permitted to return again, if agreeable to them, in the manner above mentioned: and such subjects as shall leave the Mahratta Government and

retire to Bankote shall have liberty to return to the Mahrattas again on their agreeing with them, and in such case the English will not impede them.

#### ARTICLE 8.

The Mahrattas may export from the river of Bankote, annually, for the use of their southern forts, etc., grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bankote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, etc., as they may want for the use of their Sircar or Government : and in consideration thereof the Honorable Company's goods, to the amount of one hundred and fifty thousand (1,50,000) Rupees, shall annually, in like manner, be free from all customs as far as Poona, upon Dakhlas, or certificates, being produced on both sides.

#### ARTICLE 9.

No additional inland duties whatever to be levied on the English goods by the Mahratta Government, but only the Rahadaree Customs.

#### ARTICLE 10.

Junardow Buttol Phudness Mahagom, with Balajee Bajeerow, Pundit Purdan has a patrimony in Velass, of one garden and fifteen beegahs of batty ground, which is to remain with him ; in lieu or in consideration of which Nandgoa Compra is granted to the Honorable Company.

#### ARTICLE 11.

The Dutch goods will not be permitted to be landed at Rajapore, nor their trade suffered to be carried on there, concerning which the Mahrattas will give proper orders : and the people under the Mahratta Government are not to trade at Rajapore ; but if disputes arise with the Seeddee, this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent Article.

#### ARTICLE 12.

The Brahmins, inhabitants at Hurrasecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies ; but this does not extend to merchandize.

#### ARTICLE 13.

The Mahratta Government to carry grain of all kinds, timber, wood, etc., according to the custom formerly observed, but as to the power of the river, it is to be carried on agreeable to the Articles of this Treaty.

#### ARTICLE 14.

The Fort of Eswant Gur is to be entirely demolished, and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river. In like manner, the Mahratta Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to exempt the English from building such houses and warehouses as they think proper in the villages belonging to them.

#### ARTICLE 15.

As all the royalty of Bankote and Himmutgur is with the English, they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river.

#### ARTICLE 16.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, etc., either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, etc., that properly belong to the Honorable Company, they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him, the English will not impede it, but grant them free liberty so to do: and the Mahratta Government engages that Toolajee Angria shall have no place given him nor any power below the Ghaut. Balajee Bajeerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person, belonging to the Mahratta Government, is to have in his possession the proper Sunnuds and orders regarding the delivery of Bankote and its villages; and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders, for Fort Victoria (or Bankote) and its several villages, to the English Councillor, and then return with that gentleman to Bankote directly to see Nana's orders are effectually executed in regard to the villages.

#### ARTICLE 17.

These Articles being concluded and agreed upon by both parties, they are to act conformable thereto, in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta Government on the Honourable Company to the date of these presents.

#### ARTICLE 18.

All Treaties hitherto made between the Mahratta Government and English are to be observed and maintained inviolable by both parties agreeable to the tenor of them.

The foregoing Articles being agreed to by us, and accepted of by us, we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East India Company, and do attest the same with our own proper names in Poona, the day and year above written.

THOMAS BYFIELD.

JOHN SPENCER.

#### No. IV.

ARTICLES OF AGREEMENT made with SEURAM PUNT TATIAH, in behalf of MADA-RAO BALAJEE, son of BALAJEE BAJEEROW, PUNDIT PUNT PURDAN, dated the 14th of September 1761.

#### ARTICLE 1.

That such of the Mahratta officers who have presumed to stop any Pattamars, and obstructed the business of the English by any impediments whatever, shall be severely punished for such their offences; and to prevent the like happening again in future, strict orders shall be issued immediately for that purpose, which if not found sufficient to answer that end, the English are to acquaint Madarao thereof; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

#### ARTICLE 2.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection, who have suffered in their property by any unjust or illegal actions of the Mahratta officers or subjects, in any place, shape, or manner whatever, and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments under the pretence of their being wrecks from the splitting of a sail, the breaking of their masts or yards, and such trifling misfortunes; whereas no vessels are to be deemed wrecks but such as are driven ashore, and there break to pieces by stress of weather, when the Mahratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one-half of what is so saved shall belong to Madarao and the other half to the owners.

#### ARTICLE 3.

That all Europeans and Natives, either soldiers, seamen, or others, in His Britannic Majesty's or the Honorable Company's pay, who may hereafter desert

from Bombay, shall be immediately secured, and returned to the nearest English Settlement to such place where they may be apprehended upon landing in any part of the Mahratta country, the Governor having promised all such a free pardon and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country threabouts is open and numbers go through it without being known. It is also agreed that whatever people, Europeans of all nations excepted, who are in the service of Madarao and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

#### ARTICLE 4.

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapore to the Seeddees of Junjerah in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects.

#### ARTICLE 5.

That all prisoners taken by the Mahrattas or Seeddees, subjects of either Government and now in their possession, shall be sent to Bombay within one month from the signing of these Articles, and mutually restored by the Governor to their freedom, and all hostilities between the Mahrattas and Seeddees shall cease from this time.

Lastly, that proper orders shall be instantly despatched to all the Mahratta officers, requiring them to show a due obedience to these Articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor and transmitted to Poona.

In confirmation of all which I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September 1761.

#### AN ADDITIONAL ARTICLE.

As to what relates to the restoration of Underee Fort and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

## No. V.

## TREATY with RAGOBA,—1775.

ARTICLES of AGREEMENT and TREATY between the HONORABLE WILLIAM HORNBYS, Esq., PRESIDENT and GOVERNOR, etc., COUNCIL of BOMBAY, and of all its dependencies, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RAGONATH RAO BALLAJEE, PEISHWA, on the other part. Dated the 6th day of March, in the year of our Lord 1775 or the third day of the month Mohurrum and year 1189 (Hegira), Mahomedan style, or the        day of the month and year 1179, Gentoo style.

## ARTICLE 1.

The Treaty concluded between the Government of Bombay and Bajeerow Pundit Purdan, or first Minister of His Serene Highness the Sou Rajah, dated July 1739, or 1140 of the Gentoo style; and that concluded on the part of this Government with Ballajee Bajeerow Purdan, dated 12th October 1756, or of the Mahomedan style 17th of Mohurrum 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

## ARTICLE 2.

All other Agreements subsisting between the Government of Bombay and that of the Mahrattas are hereby ratified and confirmed; and, after the re-establishment of Ragoba in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government in behalf of the Honorable Company and the Mahratta Government.

## ARTICLE 3.

Ragoba, on his part and on the part of the Mahratta Government, engages from this day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company in any part whatever of their dominions in India, and the Honorable the Governor in Council of Bombay do, in the like manner, engage never to assist the enemies of Ragoba.

## ARTICLE 4.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and

confirmed, on the part of Ragoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but at present only five hundred (500) Europeans, and one thousand (1,000) sepoys and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

#### ARTICLE 5.

In consideration of such effectual assistance on the part of the Honorable Company, Ragoba, as Peishwa and as Supreme Governor in the whole Mahratta Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them in the most full, ample, and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and, in case of the loss at any time of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever.—

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them

Salsette, the whole and entire island, with all the revenues of the different places annexed to it as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies in their full extent, together with everything belonging to the Poona Government in those Pergunnahs.

The four following islands adjacent to Bombay, with everything belonging to the Poona Government therein, *viz.*, Caranja, Canary, Elephanta, and Hog Island.

#### ARTICLE 6.

Ragoba also engages immediately to procure from the Guicowars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicowars in the Town and Pergunnahs of Broach.

#### ARTICLE 7.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the places ceded by the two last Articles, in the like manner as the Poona Government or the Guicowar Government were before considered; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue

which the Poona Government or the Guicowar Government before exercised or received.

#### ARTICLE 8.

Ragoba also engages faithfully to make good to the Company for ever the sum of seventy-five thousand (75,000) Rupees annually from his share of the revenues of Occlaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

#### ARTICLE 9.

Ragoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted, consisting of two thousand five hundred men, the sum of one hundred and fifty thousand rupees (1,50,000) monthly and every month, which the Honourable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay ; but, as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly, and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.* :—

Occlaseer, his remaining share after deducting what is before by these presents ceded to the Honorable Company.

Ahmod and all its districts.

Hansoot and all its districts.

Versaul and all its districts.

But it is hereby declared that the revenues of these places belong to the Honourable Company no longer than till the amount of the monthly stipend that may be due for the expenses of the Company's forces is fully discharged, when all further demands on these four places are to be relinquished ; and in this light the Honourable the Governor and Council declare they accept those four Pergunnahs.

#### ARTICLE 10.

As it has been mutually agreed, during the course of this negociation, that the sum of six lakhs of Rupees should be deposited by Ragoba with the Agents of the Honourable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Ragoba, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows :—That Ragoba shall immediately deposit with the Company's Agents at Surat to the full value of six lakhs of rupees, in jewels, to remain in the Honourable Company's possession till redeemed, which must be done as soon as Ragoba's affairs will possibly admit.

All this Ragoba faithfully and firmly engages to perform and the Honorable Company to accept.

#### ARTICLE 11.

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragoba doth engage to pay the expense that will be incurred by their gaining possession ; to use effectual means to put them in possession ; as well as to secure for them for ever the quiet possession of all the revenues and places now ceded to the Honorable Company.

#### ARTICLE 12.

Should Ragoba make peace with his enemies, the Ministers, he firmly and faithfully engages that the English East India Company shall be included in it to their satisfaction.

#### ARTICLE 13.

Ragoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any degradations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

#### ARTICLE 14.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahratta coast, every assistance shall be given by the Government and inhabitants to save as much as possible ; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

#### ARTICLE 15.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property from the day this Treaty is signed ; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Ragoba shall make peace with his enemies or not.

#### ARTICLE 16.

Immediately after the ratification of the foregoing Articles, and after the jewels, to the full amount of six lakhs of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces so long as they continue with Ragoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces,

agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragoba, and they trust, by the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Mahratta Empire.

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay within thirty days after this date.

ROBERT GAMBIER.

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We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Rughonath Row Ballajee, Peishwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done of the date above-mentioned, and the same having been signed to, ratified, and confirmed by Rughnath Row Ballajee, Peishwa; and whereas, by the last Article, it is covenanted and agreed that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these, therefore, are to certify that we hereby ratify and confirm the foregoing Treaty in all and every part. In testimony whereof we have caused the seal of aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord 1775.

WILLIAM HORNBY.

DANIEL DRAPER.

THOMAS MOSTYN.

BRICE FLETCHER.

WILLIAM TAYLER.

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*List of Sunnuds for the undermentioned places given by Ragoba Bajeerow Purdan to the Honorable Company :—*

Brought forward . . . 8			
2 Sunnuds for . . . . Bassein.	1 Sunnud for . . . . Elephanta.		
2 Ditto , . . . . Salsette.	1 Ditto , . . . . Canary.		
1 Sunnud , . . . . Orpad.	1 Ditto , . . . . Balsar.		
1 Ditto , . . . . Jambooseer.	2 Sunnuds , . . . . Occlaseer.		
1 Ditto , . . . . Broach.	1 Sunnud , . . . . Hansoot.		
1 Ditto , . . . . Caranja.	2 Sunnuds , . . . . Ahmood.		
—	—		
8 Sunnuds.	16 Sunnuds.		
—	—		

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, ORPAD JAMBOOSEER, and BROACH, all included under No. 1.

To

THE DESSMOCK AND DESPANDY, OR TO THE PUNDIT  
AND OMALDARS UNDER HIM.

I, Ragoba Bajeerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the said Pergunnahs, and delivered the said Government to the English Company; therefore, you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

*Dated Zil-hitch the 11th, 1165.*

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, CARANJA ELEPHANTA, and CANARY, all included under No. 2.

To

THE HAVILDAR AND ALL MANAGERS OF BUSINESS.

Ragoba Bajeerow, Purdan, his compliments, acquainting them that the castles of all these places have been given to the Company; you are, therefore, to deliver them the charge thereof and obtain a receipt for them.

*Dated the 11th Zil-hitch, 1165.*

TRANSLATE of four SUNNUDS from RAGOBA, for OCCLASEER, HANSOOT, BALSAR, and AHMOOD, all included under No. 3.

To

THE GOVERNMENT OR OMALDARS.

*After compliments,*

That I, Ragoba Bajeerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of 1,50,000 Rupees every month; therefore you are to pay them the revenues of your place and take the receipt for what you pay them; and the same is to continue till their demand is discharged.

*Dated the 11th Zil-hitch, 1165.*

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TRANSLATE of a SUNNUD from RAGOBA, for OCCLASEER, included under No. 4.

To

THE GOVERNMENT OR PUNDIT OF OCCLASEER.

*After compliments,*

That Ragoba Bajeerow do command you to pay, out of the revenues of your place, the sum of 75,000 Rupees to the English Company annually, which is for the assistance they have given me.

*Dated the 11th Zil-hitch, 1165.*

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TRANSLATE of a SUNNUD from RAGOBA, for AHMOOD, included under No. 5.

To

THE ZEMINDAR OR LANDHOLDER OF AHMOOD.

That I, Ragoba Bajeerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my Agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid; and till which time your place will be as if it was mortgaged to them.

*Dated the 11th Zil-hitch, 1165.*

## No. VI.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and the MAHRATTA STATE,—1776.

*Poorunder, 1st day of March 1776.*

Whereas differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein by sending forces into the Mahratta dominions, which the Honorable the Governor-General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end: They have for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Mahratta State. And Colonel Upton, having accordingly arrived at Poorunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccaram Pundit and Ballajee Pundit, on the part of the Peishwa Row Pundit Purdhan and all the Mahratta Chiefs; and the following are the Articles of Convention which they have engaged into:—

## ARTICLE 1.

Peace shall be established and take place from this day between the Honorable the English East India Company in general and the Government of Bombay in particular, and Row Pundit Purdhan and his Ministers, Siccaram Bapoo and Ballajee Pundit, on the part of all the Mahrattas: and the following Articles are to be observed inviolably by both parties:—

## ARTICLE 2.

The peace is to be forthwith proclaimed between the Honorable Company and the Mahratta State at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandavie, and in every part of the Guzerat Province where there are British subjects. The Mahratta Government will also order proclamations to be made throughout all their dominions.

## ARTICLE 3.

The Peishwa, Row Pundit Purdhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its chout, etc., in the neighbourhood of Broach. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council

of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands; should the Governor-General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peishwa.

#### ARTICLE 4.

The Mahrattas do agree to give to the English Company for ever all right and title to their entire share of the City and Pergunnah of Broach, as full and complete as ever they collected from the Moguls, or otherwise, without retaining claim of chout, or any other demand whatever; so that the English Company shall possess it without participation or claim of any kind.

#### ARTICLE 5.

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Broach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Row Pundit Purdhan to proceed and determine the place and boundaries, when the Peishwa will give the Sunnuds.

#### ARTICLE 6

The Peishwa and Ministers agree to pay to the Company twelve lakhs of Rupees, in part of the expenses of the English army, in two payments, *viz.*, six lakhs within six months of the date of this Treaty, and the other six lakhs within two years of the same date.

#### ARTICLE 7.

The English do agree that every part of the Guzerat country ceded to the Company by Rugonath Row, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Seajee, or Futtie Sing Guicowar, shall also be restored when it is proved by their letters and copies of the Sunnuds granted by the former Peishwas, now in their (the Guicowars') hands that they do not possess power or authority to make such cessions. The Pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the Pergunnah of Chureassy, and the village of Batta Gang are to continue as pledges in the possession of the English till the Sunnuds for the country of three lakhs are made over. All Treaties and Agreements subsisting between the English and Rugonath Row are hereby annulled; and those of Seajee and Futtie Sing, Guicowars, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand.

## ARTICLE 8.

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrisons and districts.

## ARTICLE 9.

It is agreed that Rugonath Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Mahratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Rugonath Row, the four following excepted, *viz.*, Abajee Mahadu, Noor Cawn Gardie, Toola Khidmutgar, and Kurrun Sing Chokydar, who for crimes and misdemeanors committed against the State, are for ever banished the Mahratta dominions.

## ARTICLE 10.

If Rugonath Row refuses to disband his army, the English are to withdraw their forces, and are not to assist him.

## ARTICLE 11.

The conditions of the ninth Article being complied with, the Peishwa and Ministers then consent to establish a household for Rugonath Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rugonath Row; also two hundred domestics, to be chosen by Rugonath Row and paid by Government. They will also cause to be paid to Rugonath Row, to defray his other expenses, three lakhs of rupees per annum, by monthly payments, at the rate of twenty-five thousand rupees per month, conditionally that he resides at Cooper Gang, on the banks of the Gunga Gudavery. If at any time he may want to change his place of residence, application is to be made to the Peishwa, without whose permission such a change is not to take place; and he is not to cause any disturbance or carry on improper correspondence with any person.

## ARTICLE 12.

It is agreed that no assistance is to be given by the English to Rugonath Row, or to any subject or servant of the Peishwa that shall cause disturbances or rebellion in the Mahratta dominions.

## ARTICLE 13.

The Peishwa, Row Pundit Purdhan, and his Ministers, do declare that the chout of Bengal and its dependencies has, for time out of mind, been part of the jaghire of the Bounello; they therefore cannot withdraw it; but if the said

Bounselfo, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief dependent on them or the Rajahship to give them any assistance.

#### ARTICLE 14.

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Mahratta coast, every assistance shall be given by that Government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner, the English Company engage their assistance should any Mahratta ships or vessels be shipwrecked on any of their coasts.

#### ARTICLE 15.

The Treaties between the Government of Bombay and the Mahrattas, dated July 1739 and 12th October 1756, are to be held and continued in as full force as when they were first entered into; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty, in such case such Article or Articles are to be rejected, and those of this Treaty abided by.

#### ARTICLE 16.

All other Treaties or Agreements subsisting between the Government of Bombay and the Mahratta Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

#### ARTICLE 17.

It is agreed that, if Rugonath Row has lodged any jewels belonging to the Peishwa, Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

#### ARTICLE 18.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective Sunnuds or Grants, and are therein, accordingly, to exercise their own laws and authorities. And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions.

#### ARTICLE 19.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Mahratta Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

## ARTICLE 20.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Mahratta Government, and a copy shall be sent to Calcutta to be signed and sealed by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peishwa.

J. UPTON.

The signature of Ballajee Pundit.

The signature of Siccaram Pundit.

(Here it is dated.)

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*Received the following letter from Colonel Upton.*

GENTLEMEN,—It has been agreed between the Governor-General and the Peishwa, and his Ministers, that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties.

I have the honour to be,

Gentlemen, with respect,

Your most obedient, humble servant,

J. UPTON.

POORUNDER,

26th May 1776.

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The 13th and 17th Articles are omitted entirely; the 14th Article therefore becomes the 13th, and so on, and the 18th Article becomes the 16th, and so on.

The concluding words of the 7th Article, “and these Treaties are to be destroyed in the presence of the Peishwa’s Ministers when they come to hand,” are also omitted.

## ADDITIONAL CLAUSE.

Whereas it is declared by the third Article of the foregoing Treaty that “the Peishwa, Row Pundit Purdhan, and his Ministers, being desirous of having Salsette and the small islands subdued by the English in the late war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its chout, etc., in the neighbourhood of Broach;” and further that “if the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the said Peishwa, Row Pundit Purdhan, and

his Ministers will then give up all right and title to the said islands." The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands : and the said islands are accordingly to remain for ever in the possession of the English by virtue of the present Treaty.

J. UPTON.

POORUNDER,

*22nd May 1776.*

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### No. VII.

#### TREATY with RAGOBA,—1778.

ARTICLES of AGREEMENT and TREATY between the HONORABLE WILLIAM HORNBY, Esquire, PRESIDENT and GOVERNOR, and the SELECT COMMITTEE of BOMBAY, on the part and behalf of the HONORABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and RUGONATH ROW BAJEEROW PURDAN on the other part. Done and concluded at BOMBAY, this 24th day of November in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style ; or according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly, or 1700.

#### ARTICLE 1.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, Ministers in behalf of the Peishwa and the Mahratta State, having been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage, and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajeerow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire, during the minority of Madarow Narrain, the infant Peishwa ; hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

#### ARTICLE 2.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But Rugonath Row Bajeerow Purdan having expressed his doubts of the legitimacy of the Peishwa, Madarow

Narrain, the Governor and Select Committee of Bombay do hereby engage, on Rugonath Row Bajeerow Purdan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peishwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Narrain Row, they will guarantee him an equal division of the Government and country on the Peishwa's attaining to the age of seventeen, agreeable to what Rugonath Row Bajeerow Purdan says he is entitled to by his birth-right according to the Gento Law.

#### ARTICLE 3.

The Governor and Select Committee of Bombay do hereby stipulate, and Rugonath Row Bajeerow Purdan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree that the person of the Peishwa, Madarow Narrain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and, in such case, the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Rugonath Row Bajeerow Purdan may keep a chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honor of the contracting parties.

#### ARTICLE 4.

Moraba Furneese, Butcheba Pronder, and Tookajee Holkar having invited Rugonath Row Bajeerow Purdan to take upon himself the Government as Regent, and promised their assistance, Rugonath Row Bajeerow Purdan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful, obedient servants, that he will show favour to them, according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

#### ARTICLE 5.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the Articles of the present Treaty. Rugonath Row Bajeerow Purdan, on his part, faithfully promising to observe the terms mentioned in the circular letter, with respect to the personal safety of those who, he may be of opinion, have injured him.

## ARTICLE 6.

In consideration of the assistance to be afforded by the Honorable Company, for placing Rugonath Row Bajeerow Purdan in the Regency at Poona, Rugonath Row Bajeerow Purdan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorunder, and Bassein and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this Article are as follow :—

Bassein, fort and town, and the whole of its districts and dependencies, in their fullest extent, according to the just and fixed boundaries of that Province.

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

## The island of Kennery.

An assignment upon the Pergunnah of Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth Article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poona Ministers, Rugonath Row Bajeerow Purdan doth hereby engage and agree that the said Autgoms shall be ceded to the Honorable Company; but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet, if the contrary should be made plainly to appear, they will give up their claim.

## ARTICLE 7.

In addition to the several grants and cessions herein above specified, Rugonath Row Bajeerow Purdan doth hereby engage and promise to cede and make over for ever the Pergunnahs of Ahmood and Hansoot, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

## ARTICLE 8.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property from the day this Treaty is executed, without any claim of chout to the Mahratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper; for which purpose, Rugonath Row Bajeerow Purdan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places. Rugonath Row Bajeerow Purdan doth further promise and engage that, immediately after his taking charge of the Regency of Poona, he will execute

and deliver to the Government of Bombay regular Sunnuds, under the Peishwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

#### ARTICLE 9.

Rugonath Row Bajeerow Purdan engages to pay and make good the charges and expenses of the army and stores with which he is now to be assisted; which he hereby faithfully promises to make good in ready money as soon as the situation of his affairs will possibly permit; and, for the further security of the Honorable Company, he, by these presents, assigns over the Pergunnah of Versaul and the remainder of Occlaseer, the revenues of which are to be collected by his Amildars and paid to the Honorable Company, till the amount due for the expenses of the army is fully discharged; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honorable Company will be relinquished: or if Rugonath Row Bajeerow Purdan regularly pays the monthly sum stipulated in the next Article, the Honorable Company will not interfere with the said Pergunnahs.

#### ARTICLE 10.

Rugonath Row Bajeerow Purdan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lakhs and a half of Rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expense attending the army, and is to commence from the day the forces leave Bombay.

#### ARTICLE 11.

Rugonath Row Bajeerow Purdan faithfully promises and engages to discharge his present debt to the Company, as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

#### ARTICLE 12.

The English forces are to continue with Rugonath Row Bajeerow Purdan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona, and when that is effected, they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Rugonath Row Bajeerow Purdan with their forces so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

#### ARTICLE 13.

The several Treaties and Agreements subsisting between the Government of Bombay and the Mahratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

## ARTICLE 14.

After the establishment of Rugonath Row Bajeerow Purdan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Mahratta Government. Rugonath Row Bajeerow Purdan engages never to assist the enemies or molest the dominion of the Company in any part of India, nor to make war or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honorable Company, not to assist the enemies of Rugonath Row Bajeerow Purdan.

## ARTICLE 15.

Rugonath Row Bajeerow Purdan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Mahratta Government and the French nation; any failure in which stipulation will be considered as a breach of the alliance between the Mahratta Government and the Honorable Company.

## ARTICLE 16.

Rugonath Row Bajeerow Purdan doth hereby stipulate and engage that the English shall enjoy all their former privileges and freedom of trade in the Mahratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade, and to promote, as far as he can, an exclusive vend to the English for European commodities in the Mahratta dominions; but the Honorable Company will make no settlement therein without permission from Rugonath Row Bajeerow Purdan.

## ARTICLE 17.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor-General and Council not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be altered or amended as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company and Rugonath Row Bajeerow Purdan, the contracting parties have interchangeably affixed their hands and seals and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

WILLIAM HORNBY.

JOHN CARNAC.

DANIEL DRAPER.

## No. VIII.

## CONVENTION OF WURGAON,—1779.

TRANSLATION of the ARTICLES of AGREEMENT between SREEMUNTH MHADOO ROW NARRAIN, PUNDIT PURDHAN, on the one part, and the ENGLISH COMPANY on the other part.

In the time of the late Sreemunt Pundit Purdhan Mhadoo Row Bullal matters went on peaceably. Since then the English obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran, Jambooseer, and the Mehals and Pergunnah of Broach, both belonging to the Sircar and the Guicowar; and the English gave their aid to Rugonath Row Dada Sahib: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an Agreement, and according to that Agreement matters were to go on between the Company and the Mahratta Sircar. But on the side of the English this Agreement was not adhered to, they having given aid to Rugonath Row, and, making preparations for war, mounted the ghauts, invaded the districts of the Mahratta Sircar, and began to make hostilities, upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an Agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Rugoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Sircar. The islands of Salsette and Ouran, and the other islands and places at Jambooseer and the Mehals of Broach, formerly belonging to the Mahratta Sircar and the Guicowar, such as Chickly, Veriaul, &c., were taken possession of: these we give up, and agree to go on and remain as we were in the time of the late Peshwa, Mhadoo Row Bullal; upon which this Agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullal, Pundit Purdhan, matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and further Jambooseer and other Mehals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of; these must be delivered back to the Sircar; and no aid or protection must in future be afforded to Rugonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform, and on the part of the Sircar good faith is also to be observed. Rugonath Row Dada Sahib was with us: he, by his own consent, committed himself, with all his effects, to the care of Tookajee Holkar and Madajee Scindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its

effects and appurtenances, to Bombay ; and as security for this on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay ; and for this purpose troops shall be sent with you or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Unturvedee and Bundelkhund Provinces and their Sirdars being always under the Sircar, no damage is to be done to them : and the English army from Calcutta having crossed the Nerbudda is now at Hus-sengabad ; it is not to be permitted to proceed forwards, but it is to be sent back to Calcutta, and on the road no molestation is to be given to anyone. The before-mentioned Agreement is formed by the mediation of Tookajee Holkar and Madajee Scindia, and according to it matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Mahratta Camp by Thomas Holmes and William G. Farmer.

Signed in the English Camp by John Carnac and Charles Egerton.

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AGREEMENT of JOHN CARNAC, ESQUIRE, COUNSELLOR, and COLONEL EGERTON,  
and ENGLISH COMMITTEE of BOMBAY, with MADAJEE SCINDIA.

That after falling out with the Sircar of Mhadoo Rao Narrain, Pundit Purdhan, we with an army came upon the ghaut and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Sahib. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would come between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay without molestation from anybody. You made our escape entirely ; all which we took into our consideration and were very glad. You are a principal officer and a well-wisher to this Government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and everybody's molestation, and got the Treaty settled as before without any dispute from the Sircar ; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its Government, in the same manner as the Mogul did hold it, which fort is now in our possession and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's dustuck, under the King's seal, to the Killedar of Broach, and deliver the fort and its country in the manner the Mogul did hold it up to you, under oath no dispute shall arise in this. This we promise solemnly ; and we have left Mr. Farmer and Mr. Charles Stewart with

you as hostages for the performance of this agreement. We will let no dispute arise. This we agree to in writing.

*Wurgaon, near Tullugaon, 27th Julheze.*

*N.B.*—The above was translated by a native linguist, and is an exact copy thereof.

*Sunday, 17th.*—This morning Mr. Farmer returned to the Mahratta Camp with Madajee Scindia's Vakeel, with the papers executed.

*N.B.*—The Governor and Council of Bombay refused to ratify this Convention.

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### No. IX.

#### TREATY OF PEACE with the MAHRATTAS,—1782.

TREATY OF PERPETUAL FRIENDSHIP and ALLIANCE between the HONORABLE the ENGLISH EAST INDIA COMPANY and the PEISHWA MADHOO ROW PUNDIT PURDHAN, settled by Mr. DAVID ANDERSON, on the part of the HONORABLE COMPANY, in virtue of the powers delegated to him for that purpose by the HONORABLE the GOVERNOR-GENERAL and COUNCIL appointed by the KING and PARLIAMENT of GREAT BRITAIN to direct and control all political affairs of the HONORABLE ENGLISH EAST INDIA COMPANY in INDIA; and by MAHARAJA SOUBARDAR MADHOO ROW SCINDIA as PLENIPOTENTIARY on the part of the PEISHWA MADHOO ROW PUNDIT PURDHAN, BALLAJEE PUNJIT NANA FURNAVESE, and the whole of the CHIEFS of the MAHRATTA NATION, agreeably to the following Articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.

#### ARTICLE 1.

It is stipulated and agreed to between the Honorable the English East India Company and the Peishwa, through the mediation of Madhoo Row Scindia, that all countries, places, cities, and forts, including Bassein, etc., which have been taken from the Peishwa during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peishwa; the territories, ports, cities, etc., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall become complete (as hereinafter described), to such persons as the Peishwa, or his Minister, Nana Furnavese, shall appoint.

#### ARTICLE 2.

It is agreed between the English Company and the Peishwa that Salsette and three other islands, viz., Elephanta, Caranja and Hog, which are included in the Treaty of Colonel Upton, shall continue for ever in possession of the English.

If any other islands have been taken in the course of the present war, they shall be delivered up to the Peishwa.

#### ARTICLE 3.

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton "that the Peishwa and all the Chiefs of the Mahratta State do agree to give the English Company, for ever, all right and title to the City of Broach, as full and complete as ever they collected from the Moguls or otherwise, without retaining any claim of chout, or any other claims whatsoever, so that the English Company shall possess it without participation or claim of any kind"; this Article is accordingly continued in full force and effect.

#### ARTICLE 4.

The Peishwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lakhs of Rupees, near Broach, the English do now, at the request of Madhoo Row Scindia, consent to relinquish their claim to the said country in favor of the Peishwa.

#### ARTICLE 5.

The country which Seajee and Futtu Sing Guicowar gave to the English, and which is mentioned in the 7th Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established territory of the Guicowar, it shall be restored to the Guicowar; and if it shall be a part of the Peishwa's territories, it shall be restored to the Peishwa.

#### ARTICLE 6.

The English engage that, having allowed Rugonath Row a period of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with money for his expenses: and the Peishwa on his part engages that if Rugonath Row will voluntarily and of his own accord repair to Maharajah Madhoo Row Scindia, and quietly reside with him, the sum of 25,000 Rupees per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peishwa, or any of his people.

#### ARTICLE 7.

The Honorable English East India Company and the Peishwa being desirous that their respective allies shall be included in this peace, it is hereby mutually stipulated that each party shall make peace with the allies of the other, in the manner hereinafter specified.

## ARTICLE 8.

The territory which has long been the established jaghire of Seajee Guicowar and Futtu Sing Guicowar, that is to say, whatever territory Futtu Sing Guicowar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession ; and the said Futtu Sing shall, from the date of this Treaty being complete, pay for the future to the Peishwa the tribute as usual previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futtu Sing by the Peishwa for the period that is past.

## ARTICLE 9.

The Peishwa engages that whereas the Nabob Hyder Ally Cawn having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them ; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn. All prisoners that have been taken on either side during the war shall be released ; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzan in the year 1181, being the date of his Treaty with the Peishwa ; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn within six months after this Treaty being complete, and the English, in such case, agree that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peishwa, they will in no respect act hostilely towards him.

## ARTICLE 10.

The Peishwa engages on his own behalf as well as on behalf of his allies, the Nabob Nizam Ally Cawn, Ragojee Bhonsla Syna Saheb Soubah, and the Nabob Hyder Ally Cawn, that they shall, in every respect, maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah Behauder, and the Nabob Mahomed Ally Cawn Behauder, and shall in no respect whatever give them any disturbance. The English engage on their own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah and the Nabob Mahomed Ally Cawn, that they shall in every respect maintain peace towards the Peishwa and his allies, the Nabob Nizam Ally Cawn and Ragojee Bhonsla Syna Saheb : and the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the 9th Article of this Treaty.

## ARTICLE 11.

The Honorable East India Company and the Peishwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other : and the vessels of each shall be allowed access to the ports of the other,

where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

#### ARTICLE 12.

The Peishwa and Chiefs of the Mahratta State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Mahratta territories, and shall meet with no kind of interruption; and, in the same manner, the Honorable East India Company agree that the subjects of the Peishwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

#### ARTICLE 13.

The Peishwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting only such as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations; and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindostan at enmity with the Peishwa.

#### ARTICLE 14.

The English and the Peishwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

#### ARTICLE 15.

The Honorable the Governor-General and Council of Fort William engage that they will not permit any of the Chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner the Peishwa Madhoo Row Pundit Purdan engages that none of the Chiefs or subjects of the Mahratta State shall act contrary to them.

#### ARTICLE 16.

The Honorable East India Company, and the Peishwa Madhoo Row Pundit Purdan, having the fullest confidence in Maharajah Soubahdar Madhoo Row Scindia Behauder, they have both requested the said Maharajah to be the mutual guarantee for the perpetual and invariable adherence of both parties to the conditions of this Treaty; and the said Madhoo Row Scindia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharajah will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

#### ARTICLE 17.

It is hereby agreed that whatever territories, forts, or cities, in Guzerat were granted by Ruggonath Row to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in

the 7th Article of the said Treaty, shall be restored, agreeably to the terms of the said Article.

This Treaty, consisting of 17 Articles, is settled at Salbey, in the Camp of Maharajah Soubahdar Madhoo Row Scindia, on the 4th of the month Jemmadul Saany, in the year 1197 of the Hygera, corresponding with the 17th of March 1782, of the Christian era, by the said Maharajah and Mr. David Anderson : a copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor-General and Council of Fort William, shall be delivered to Maharajah Madhoo Row Scindia Behauder, and the other under the seal of the Peishwa Madhoo Row, Pundit Purdan, and the signature of Ballajee Pundit, Nana Furnavese, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained shall become binding on both the contracting parties.

(Written in the Mahratta character by Ragoo Bhow Dewan.) “In all seventeen Articles, on the fourth of Jemmad-ul-Akher, or fifth of Jeyat Adeek in the Shukul Patteh, in the year 1182.”

(Subscribed in the Mahratta character by Madajee Scindia.) “Agreed to what is above written in Persian.”

DAVID ANDERSON.

*Witnesses :*

JAMES ANDERSON.

W. BLAINE.

Ratified at Fort William, the 6th of June 1782.

WARREN HASTINGS.

EDWARD WHEELER.

JOHN MACPHERSON.

J. P. AURIOL,

*Secretary.*

The following was added at the time of the ratification at Poona and the final exchange at Gwalior.

This Treaty, consisting of seventeen Articles, was ratified on the fifteenth of the month of Mohrummum-ul-Hirram, in the year 1196 of the Hygera, and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnavese.) "Done by me, Ballajee Jennardin, on the 15th of Mohurrum, in the year 1183," 20th December 1782.

On the 21st of Rubbi-ul-Awul, in the year 1197 of the Hygera, the above written Treaty, under the seals of the Peishwa and the signature of Ballajee Pundit Furnavese, was delivered near Gwalior to Mr. David Anderson, and a counterpart of the same, under the seal of the Company, and the signatures of the Governor-General and Council of Fort William, was in like manner delivered to Maharaja Madajee Scindia Behauder, by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the handwriting of Madajee Scindia.) "21st of Rubbi-ul-Awul."

The counterpart subscribed by Mr. David Anderson, 24th February 1783.

*N.B.*—The small seal of the Peishwa affixed to the joinings of the different sheets.

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#### No. X.

#### An Additional TREATY between the HONORABLE COMPANY and the PEISHWA of the MAHRATTA STATE,—1783.

Whereas, a Treaty of friendship between the Honorable Company and the Peishwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi-ul-Awul, of the year one thousand one hundred and ninety-seven of the Hejira; and the following additions for the increase of the friendship and concord of the two Governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson on the part of the Company, and Maharaja Soubahdar Mahdoo Row Scindia on the part of the Peishwa; and are accordingly to be held binding on both parties.

In the eleventh Article of the Treaty of peace relating to the mutual intercourse of shipping, the words *according to former custom*, not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to between the Honorable Company and the Peishwa Madhoo Row Pundit Purdhan, that if any Chief, merchant, or other person should hereafter fly from the territories of the Honorable Company to those of the Peishwa, or from the territories of the Peishwa to those of the Company, no protection shall be afforded to such person by either party.

Concluded near Gwalior on the twenty-second day of Jummad-ul-Awul, of the year of the Hejira one thousand one hundred and ninety-seven, conformable

to the twenty-sixth day of April one thousand seven hundred and eighty-three of the Christian era.

D. ANDERSON.

*Witness :*

JAMES ANDERSON.

Ratified in Council at Fort William, the 26th of May 1783.

WARREN HASTINGS.

EDWARD WHEELER.

JOHN MACPHERSON.

JOHN STABLES.

J. P. AURIOL,

*Secretary.*

### No. XI.

TRANSLATION of a TREATY settled betwixt the HONORABLE EAST INDIA COMPANY and the PEISHWA MAHDOO Row NARAIN and MAHRATTA STATE,— 1783.

The Honorable East India Company and the Peishwa Mahdoo Rao Narain Behauder having concluded and mutually ratified a Treaty near Gwalior, on the 21st of the month of Rubbee-ul-Awul, in the year of the Hegira 1197, in order to carry into execution the 9th Article of the said Treaty, the following stipulations are now settled and agreed on betwixt Mr. David Anderson and Maharajah Subahdar Mahdoo Row Scindia Behauder, on behalf of the said Honorable East India Company on the one part, and the Peishwa and Mahratta State on the other, and shall accordingly be binding on both parties.

The Peishwa having despatched letters to Tippoo Saib, will cause him to restore all the forts and territories belonging to the English Company and the Nabob Mahomed Ally that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with the Peishwa, the English will not afterwards act hostilely against him; but if he refuses to comply with these requisitions of the Peishwa, in such case the Peishwa will immediately assist the English and make war against him; after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and forts that may be conquered from Tippoo Saib shall be divided

in the following manner : the territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally ; the territories of the Peishwa and Mahratta State will be delivered to the Peishwa and Mahratta State. Whatever territories or forts may further be conquered from Tippoo Saib shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated that the Peishwa shall have no claim to any territories or forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peishwa against Tippoo Saib. This Treaty being settled betwixt the English and the Peishwa, neither party shall deviate from it.

Settled and concluded on the 1st of Zelhidge, ir <sup>the</sup> year 1197 of the Hegira (corresponding with the 28th of October in the year 1783 of the Christian era) under the signatures of Mr. David Anderson and Maharajah Subahdar Mahdoo Row Scindia.

Signed in the Mahratta language in the handwriting of Maharajah Subahdar Mahdoo Row Scindia : “ Agreed to what is above written on the 1st of Zelhidge, in the year 1197 of the Hegira, at Gwalior.”

D. ANDERSON.

*Gwalior, 28th October 1783.*

### No. XII.

#### TREATY OF ALLIANCE between the COMPANY, the PEISHWA, and the NIZAM, against TIPPOO SULTAN,—1790.

TREATY of OFFENSIVE and DEFENSIVE ALLIANCE between the HONORABLE UNITED ENGLISH EAST INDIA COMPANY, the PEISHWA SEWOY MAIDOO ROW NARAIN PUNDIT PURDHAN BEHAUDER and the NABOB NAZIM ALLY KHAN ASOF JAH BEHAUDER, against FUTTY ALLY KHAN, known by the denomination of TIPPOO SULTAN, settled by MR. CHARLES WARRE MALET on the part of the said HONORABLE COMPANY, with the said PUNDIT PURDHAN, by virtue of the powers delegated to him by the RIGHT HONORABLE CHARLES, EARL CORNWALLIS, K.G., Governor-General in Council, appointed by the HONORABLE THE COURT OF DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies.

#### ARTICLE 1.

The friendship subsisting between the States, agreeable to former Treaties, shall be increased by this,

## ARTICLE 2.

Tippoo Sultan having engagements with the contracting parties, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

## ARTICLE 3.

This undertaking being resolved on, it is agreed that on Mr. Malet's annunciation to Pundit Purdhan of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit Purdhan and Nabob Asof Jah, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains; and after that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with potent army, well appointed and equipped with the requisite warlike apparatus.

## ARTICLE 4.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in like manner as settled with the Nabob Asof Jah.

## ARTICLE 5.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot 2,000 horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, 1,000 of the said cavalry may be detached thereon, 1,000 remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

## ARTICLE 6.

From the time of the said battalions entering Pundit Purdhan's territories, an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander, to execute such service as may occur.

## ARTICLE 7.

If the Right Honorable the Governor-General should require a body of cavalry to join the English forces, Pundit Purdhan and the Nabob Asof Jah shall furnish to the number of 10,000, to march in one month from the time of their being de-

manded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces ; but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honorable Company, at the rate and on the conditions hereafter to be settled.

#### ARTICLE 8.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party and distress the enemy.

#### ARTICLE 9.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities ; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

#### ARTICLE 10.

The underwritten Polygars and Zemindars being dependent on Pundit Purdhan and the Nabob Asof Jah, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and theuzzeranah that shall be fixed on that occasion shall be equally divided amongst the allies : but in future Pundit Purdhan and the Nabob Asof Jah shall collect from them the usual Kundnee and Peshcush which have been heretofore annually collected. And should the said Polygars and Zemindars act unfaithfully towards Pundit Purdhan or the Nabob, or prove refractory in the discharge of their Kundnee and Peshcush, the said Pundit Purdhan and Nabob are to be at liberty to treat them as may be judged proper. The Chief of Shahnoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think proper.

#### *List of the Polygars and Zemindars.*

Chittledroog.	Rodroog.
Annagoondy.	Keychungoondeh.
Harponeely.	Cunnaghwarry.
Bellaree.	Kittor.
	Hannoor.

The district of Abdul Hakeem Khan, the Chief of Shahnoor.

## ARTICLE 11.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances ; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

## ARTICLE 12.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections ; nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

## ARTICLE 13.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him ; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

## ARTICLE 14.

This Treaty, consisting of fourteen Articles, being this day settled and concluded by Mr. Malet, with the Peishwa Sewoy Mahdoo Row Narain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself, and Pundit Purdhan has delivered to Mr. Malet another copy in Mahratta and Persian, executed by himself ; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan in seventy-five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

*Poona, 1st June 1790.*

C. W. MALET,

*President.*

Ratified by the Governor-General in Council, at Fort William in Bengal, the 5th day of July 1790.

CORNWALLIS.

CHARLES STUART.

PETER SPEKE.

## No. XIII.

TREATY with the PESHWA, commonly called the TREATY of BASSEIN, 31st December 1802.

TREATY OF PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the PEISHWA BADJEE RAO RAGONATH RAO PUNDIT PURDHAN BEHAUDER, his children, heirs, and successors, settled by LIEUTENANT-COLONEL BARRY CLOSE, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOS ORDER of St. PATRICK, one of HIS BRITANNIC MAJESTY's MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COURT of DIRECTORS of the said HONORABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

WHEREAS, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East India Company and His Highness Rao Pundit Purdhan Behauder, and have been confirmed at different periods by Treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

## ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States shall be promoted and increased by this Treaty and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenor of this Engagement, shall be confirmed by it.

## ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggres-

sion against the rights and territories of His Highness Rao Pundit Purdhan Behauder, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

#### ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness Rao Pundit Purdhan Behauder agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness' territories.

#### ARTICLE 4.

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pundit Purdhan Behauder hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.

#### ARTICLE 5.

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well defended one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

#### ARTICLE 6.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lakhs of Rupees, His said Highness hath agreed to cede, by Article 4, lands estimated to yield annually the sum of twenty-six lakhs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

#### ARTICLE 7.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article 4, His Highness will immediately issue the necessary perwannahs or orders to his

officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by His Highness' officers subsequently to the date of the Treaty, and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

#### ARTICLE 8.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their equipment of ordnance, stores, and provisions.

#### ARTICLE 9.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the Commanding Officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels, or excitors of disturbance in His Highness' dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependants in the manner of Moolkgeerre.

#### ARTICLE 10.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Purdhan Behauder and the Government of Bombay; and in consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded; in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article 4;

and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickley, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish forever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty. And it is agreed and stipulated, that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the chout of Surat.

#### ARTICLE 11.

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

#### ARTICLE 12.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of difference arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

#### ARTICLE 13.

And whereas certain differences, referring to past transactions, are known to subsist between the Sircar of His Highness Rao Pundit Purdhan Behauder and the Sircar of His Highness the Nabob Asoph Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sircars, His Highness Rao Pundit Purdhan Behauder, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulation of the Treaty of Mahr ; and His Highness Rao Pundit Purdhan Behauder further agrees, that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment

of shout, the Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sircars of their Highnesses aforementioned ; and His Highness Rao Pundit Purdhan Behauder further agrees, that in the event of any differences arising between his Government and that of His Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negotiations which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening, provided no such negotiation, shall be carried on between any of the three parties without full communication thereof to each other.

#### ARTICLE 14.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Rao Guicowar Behauder, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Purdhan Behauder affecting the Sircars of the said Rajah, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Rajah Anund Rao Guicowar Behauder ; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Sircar of the Rajah aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

#### ARTICLE 15.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with the other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according

to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhan Behauder engages, that with the reserve of two battalions of sepoys, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of sepoys with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops, and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their part, in this case, to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force.

#### ARTICLE 16.

Whenever war shall appear probable, His Highness Rao Pundit Purdhan Behauder engages to collect as many benjaries as possible, and to store as much grain as may be practicable in his frontier garrisons.

#### ARTICLE 17.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor to pursue, in future, any negotiations with any other power whatever, without giving previous notice and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants, with respect to whom His Highness is absolute.

#### ARTICLE 18.

Inasmuch as by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pundit Purdhan Behauder, shall direct such proportion of the troops of the

Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

#### ARTICLE 19.

It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of His said Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

*Signed, sealed, and exchanged at Bassin, the 31st of December, Anno Domini 1802, or the 5th of Ramzan, Anno Higeree 1217.*

B. CLOSE,  
Resident at Poona.

(The Peishwa's signature.)

*Schedule of the Territories ceded in perpetuity by His Highness Badjee Rao Rogonath Pundi Purdhan Behauder to the Honourable English East India Company, agreeable to the Fourth Article of the annexed Treaty.*

1st.—From the Province of Guzerat and territories south thereof :—

Dundooka, together with Chooia, Komapoor, and Gogo . . . .	1,05,000
Cambay, Choute, and Nassoor . . . . .	60,000

#### *South of the Taptee.*

Purnair . . . . .	27,000
Bootseer . . . . .	6,200
Banwanny . . . . .	8,800
Balsur . . . . .	85,000
Parchole . . . . .	1,07,000
Soopa . . . . .	51,000
Sarbaun . . . . .	30,000
Wallow . . . . .	30,000
Bamdoe Kusba . . . . .	7,900
Waunsda Choute . . . . .	7,000
Oorampoory Choute . . . . .	8,000
Surat ditto . . . . .	42,100
Customs . . . . .	83,000
Carried over . . . . .	4,94,000
	1,65,000

*Between the Taptee and Nerbudda.*

	Brought forward . . . . .	4,94,000	1,65,000
Oolpa . . . . .		3,16,000	
Hansood . . . . .		85,000	
Octisier . . . . .		78,000	
Nundary . . . . .		65,000	
			_____
Total south of the Taptee and between Tappee and Nerbudda . . . . .		10,38,000	
Deduct 20 per cent. on account of decrease of revenue . . . . .		2,07,600	
			_____ 8,30,400
Nahabundy of Chourassy and Chickley . . . . .		20,000	
Phoolpoora } Coomarria } Cattergom } . . . . .		5,000	
			_____ 25,000

2nd.—From the territories near the Toombuddrah :—

Savanore, 26 talooks . . . . .	10,22,838
From Bankapoor . . . . .	5,56,762
	_____ 15,79,600
Grand Total . . . . .	26,00,000

*Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Higeree 1217.*

(The Peishwa's signature.)

Ratified by the Governor-General in Council on 11th February 1803.

SUPPLEMENTAL to the TREATY OF BASSEIN,—1803.

A Treaty, consisting of 19 Articles, was concluded at Bassein between the Honorable English East India Company Behauder and His Highness the Peishwa Badjee Rao Rogonath Pundit Purdhan Behauder. The following Articles of Engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honorable Company, and Anund Rao Vakeel, on the part of the said Rao Pundit Purdhan Behauder, under full power and authority granted to them respectively for the purpose.

ARTICLE 1.

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Savenore, and Talook of Ban-

capoor, in the Carnatic, yielding an annual revenue of 16 lakhs of Rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder.

#### ARTICLE 2.

That of the territory ceded in perpetuity to the English East India Company by the Treaty of Bassein, the Pergunnah of Oolpah in Guzerat, yielding a revenue annually of three lakhs and sixteen thousand Rupees, shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder, in order that it may be restored to Nursng Khundy Row, who has served the Sircar with fidelity and attachment.

#### ARTICLE 3.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

#### ARTICLE 4.

In the fifteenth Article of the Treaty of Bassein it is stipulated that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhan Behauder, and in addition thereto such further force as the Sircar of the said Rao Pundit Purdhan Behauder should be able to bring into the field. This stipulation is now annulled, and, in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and in addition thereto such further force as the said Rao Pundit Purdhan Behauder shall be able to bring into the field.

#### ARTICLE 5.

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government; of which five thousand horse, two thousand shall serve with His Highness the Peishwa, and the remaining three thousand with the British army in the field; and in the said five thousand Mahratta cavalry are not to be included the Mahratta troops serving with the British army under the Chieftains Bapoojee, Gunneis Punt Gokaluh, and Secdojee Row Nimalun, which troops shall continue to be subsisted at the charge of Rao Pundit Purdhan Behauder.

#### ARTICLE 6.

By the first and second Articles of this Agreement, territory yielding an annual revenue of 19,16,000 Rupees is restored to the Sircar of Rao Pundit Purdhan Behauder; in lieu thereof and for the purposes hereafter mentioned, the said Rao Pundit Purdhan Behauder agrees and stipulates to cede in perpetuity to

the Honorable English East India Company, from the Province of Bundelcund, conquered for the Poona State by Ali Behauder, territory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to the following detail :

1. In lieu of the country of Savenore, and Talooks of Buncapoar, in the Carnatic, and the Pergunnah of Oolpah, in Guzerat, a tract of territory, yielding an annual revenue of 19,16,000 Rupees.
2. On account of the stated high value of Oolpah, a tract of territory yielding an annual revenue of 50,000 Rupees, in excess for that Pergunnah.
3. To bear the entire expense of the regiment of cavalry mentioned in Article 3, a tract of territory yielding an annual revenue of 7,50,000 Rupees.
4. To serve as an equivalent for the expense to be incurred by the British Government in paying and maintaining, during the present war, the 5,000 cavalry mentioned in Article 5, a tract of territory yielding an annual revenue of 5,00,000 Rupees, and lastly, a tract of territory yielding an annual revenue of 4,00,000 Rupees, to meet the extraordinary expense which the British Government must be subject to in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued and punished. Total ceded from Bundelcund, 36,16,000 Rupees.

#### ARTICLE 7.

The whole of the foregoing territory, ceded as above from Bundelcund to the Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

#### ARTICLE 8.

Inasmuch as the Pergunnah of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the City of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Pergunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta authority, as to conduce to the convenience of the said City, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between the inhabitants of both sides. And inasmuch as the sovereignty of the River Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpah shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpah territory connecting with the said River Taptee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

*Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803,  
or the 1st Ramzan, Anno Higeree 1218.*

Ratified by the Governor-General in Council, the 7th January 1804.

## No. XIV.

## PARTITION TREATY OF POONA with HIS HIGHNESS the PEISHWA,—1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONORABLE ENGLISH EAST INDIA COMPANY and its allies, His Highness the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PURDHAN PEISHWA BEHAUDER, settled between the said HONORABLE COMPANY and the said allies by LIEUTENANT-COLONEL BARRY CLOSE, Resident at the Court of His HIGHNESS the PEISHWA, in virtue of the powers delegated to him by His EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOS ORDER OF ST. PATRICK, one of HIS MAJESTY's MOST HONORABLE PRIVY COUNCIL, Governor-General in Council of all the British possessions, and CAPTAIN-GENERAL of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut Row Scindia at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Row Scindia, to the Honorable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies :—

## ARTICLE 1.

The Province of Cuttack, including the Port and District of Balasore and all cessions, of every description, made by the 2nd Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honorable English East India Company.

## ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah to the westward of the River Wurdah, ceded by the 3rd Article of the Treaty of Deogaum, and the territory situated to the southward of the hills on which are the forts of Nernullah and Gawilghur, and to the westward of the River Wurdah, stated by the 4th Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar

of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the 5th Article of the said Treaty of Deogaum.

#### ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Row Scindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights and interests in the countries which are to the northward of those of the Rajahs of Jeypoor, and Jodepoor, and of the Rana of Gohud, ceded by the 2nd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

#### ARTICLE 4.

The Fort of Baroach and territory depending thereon, ceded by the 3rd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

#### ARTICLE 5.

The Fort and City of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the 3rd Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

#### ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Row Scindia before the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the Fort and District of Jalnapore, the town and District of Gandapore, and all other districts between that range of hills and the River Godavery, ceded by the 4th Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

#### ARTICLE 7.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the 9th Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

#### ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 14th of May 1804 A.D., corresponding with the 3rd of Suffer 1219 A.H., settled and concluded at Poona, by Lieutenant-Colonel Barry Close, Resident with His Highness the Peishwa, Lieutenant Colonel Close has delivered to His said Highness a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Lieutenant-Colonel Barry Close, and His Highness the Peishwa has delivered to the said Lieutenant-Colonel Close another copy, also in Persian, Mahratta,

and English, bearing His Highness' seal, and Lieutenant-Colonel Close aforesaid has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on His Highness, and the copy of it now delivered to His said Highness shall be returned.

Ratified by the Governor-General in Council on 4th June 1804.

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### No. XV.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS BAJEE RAO RUGHONATH RAO PUNDIT PURDHAN, his heirs and successors, concluded at POONA, on the 13th of June, by the HONORABLE M. ELPHINSTONE on the part of the HONORABLE COMPANY, and by MORO DIXIT and BALLAJEE LUCH-MUN on the part of the RAO PUNDIT PURDHAN, by virtue of full powers from their respective Governments,—1817.

Whereas a Treaty of general defensive alliance, consisting of nineteen Articles, was concluded at Bassein between the Honorable East India Company and His Highness Rao Pundit Purdhan Behauder; and whereas seven Articles of Agreement, supplemental to the said Treaty, were agreed on at Poona between the same powers, and whereas certain disputes have since arisen which it is the desire of both parties to remove; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States:—

#### ARTICLE I.

Whereas Trimbuckjee Dainglia, by the murder of Gungadhur Shahstry, the public Minister of the Guickowar State, rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honorable East India Company's Government and of that of His Highness Rao Pundit Purdhan Behauder to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities; and whereas Trimbuckjee Dainglia has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhan Behauder solemnly engages never to afford to the said Trimbuckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company; and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain as hostages in the hands of the Honorable Company's Government; His Highness Rao Pundit Purdhan

Behauder also engages severely to punish all who participated in the said Trim-buckjee's rebellion, and who have not surrendered themselves according to His Highness' proclamation.

#### ARTICLE 2.

All Articles of the Treaty of Bassein, and of the Supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

#### ARTICLE 3.

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages to dismiss all Europeans, Natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government.

#### ARTICLE 4.

By the (17th) seventeenth Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor pursue in future any negotiations with any power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East India Company's Government; in order to the more effectual fulfilment of this Article, His Highness Rao Pundit Purdhan Behauder hereby engages neither to maintain Vakeels or other Agents at the Court of any power whatever, nor to permit the residence of Vakeels or other Agents from any power whatever at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court; and His Highness Rao Pundit Purdhan Behauder hereby for himself, and for his heirs and successors, recognizes the dissolution in form and substance of the Mahratta confederacy, and renounces all connection whatever with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Purdhan Behauder may possess over any Chiefs of the Mahratta State between the Rivers Nedbudda and Toombuddra, and to the west of the western frontier of His Highness the Nizam's Dominions, who are now in obedience to His Highness Rao Pundit Purdhan Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the Government of Sawunt Warree, and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before-mentioned.

#### ARTICLE 5.

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether re-

sulting from the former supremacy of the said Rao Pundit Purdhan Behauder, as executive head of the Mahratta Empire, or from any other cause ; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Government of the Rajah above-mentioned, which His Highness Rao Pundit Purdhan Behauder agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times ; but His Highness Rao Pundit Purdhan Behauder now consents, that in the event of the payment of the annual sum of four lakhs of Rupees by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder. In case His Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force and binding on both parties, but His Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder.

#### ARTICLE 6.

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, to join and act with the British subsidiary force, and in addition thereto, His Highness agreed to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled ; and in lieu thereof it is agreed that His Highness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry and three thousand infantry, and the provision of a due proportion of ordnance and military stores ; on the fulfilment of which engagement the British Government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Purdhan Behauder shall still be bound as formerly to co-operate in the war with such a force as he may be able to bring into the field ; the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

#### ARTICLE 7.

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Purdhan Behauder hereby assigns, and cedes in perpetuity, to the Honorable Company all the territories and rights detailed in the schedule annexed to this Treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enum-

rated in the said schedule, and all connexion with the Chiefs and Boomeas of those countries.

#### ARTICLE 8.

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line a good and well defined one, agrees that such exchange of talooks and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the (7th) seventh Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and their officers.

#### ARTICLE 9.

His Highness Rao Pundit Purdhan Behauder will immediately issue the necessary purwannahs, or orders to His Highness' Officers, to deliver over charge of the districts ceded by Article seventh to the Officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness' Officers, subsequently to the commencement of the Hindoo year (answering to the 5th of June 1817 A.D.), shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

#### ARTICLE 10.

All forts situated within the districts ceded as aforesaid shall be delivered to the Officers of the Honorable Company, with the said districts, and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

#### ARTICLE 11.

It is further agreed that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite, to be employed in quelling the same within the said districts.

#### ARTICLE 12.

His Highness Rao Pundit Purdhan Behauder on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2,000) yards of the fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhan Behauder engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of

the different divisions of the said force ; and although by the spirit of the Treaty of Bassein the British Government is already entitled to send such troops into His Highness' territories as may appear requisite for the fulfilment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pundit Purdhan Behauder further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

#### ARTICLE 13.

His Highness Rao Pundit Purdhan Behauder hereby cedes to the Honorable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, in the Province of Bundelcund, including Saugor, Jansi and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

#### ARTICLE 14.

His Highness Rao Pundit Purdhan Behauder for himself, and for his heir and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Surje Anjengau, and generally all rights and pretensions of every denomination which he may possess in the country to the north of the River Nerbudda, excepting those which he possesses in the Province of Guzerat ; and engages never more to interfere in the affairs of Hindostan.

#### ARTICLE 15.

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the City and Province of Ahmedabad, including the tribute of Kattiwar, to Bhugunt Rao Guickwar, at the rate of four lakhs and a half of Rupees per annum, and granted a Sunnud to that effect under date the twenty-seventh Jemadecul-Akhir (1205) one thousand two hundred and five. The tribute of Kattiwar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to His Highness Rajah Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above-mentioned Sunnud, dated the twenty-seventh of Jemadecul-Akhir A H., one thousand two hundred and five (1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th), and fifteenth (15th) Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the City and Province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purdhan Behauder has already been subjected by his renunciation of all future claims on His Highness Rajah Anund Rao Guickwar Behauder, and by his accepting an annual payment

of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kattiwar.

#### ARTICLE 16.

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern jaghireddars were presented by the Resident at Poona to His Highness Rao Pundit Purdhan Behauder, on the 6th of July, one thousand eight hundred and twelve (1812) A.D., to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those articles are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen regarding the muster of the troops of the said jaghireddars, and the manners and periods of their service, His Highness Rao Pundit Purdhan Behauder hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects, and to issue no orders to the jaghireddars without full concert with the British Government; His Highness hereby agrees to restore to the said jaghireddars any of the lands included in their Sunnuds which may now be in His Highness' possession; and in consideration of the recommendation of the British Government His Highness hereby consents to restore to Madhoo Rao Rastia the jaghire formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaghire as formerly, under the guarantee of the British Government.

#### ARTICLE 17.

The fort and territory of Mailghaut having been taken possession of by the troops of His Highness Rao Pundit Purdhan Behauder without concert with the British Government, and His Highness' occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Purdhan Behauder engages to withdraw his troops from Mailghaut, and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

#### ARTICLE 18.

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona by the Honorable M. Elphinstone, Moro Dixit, and Ballajee Luchmun, Mr. Elphinstone has delivered to His Highness the Peishwa a copy of the same in English, Persian and Mahratta, under the seal and signature of the said Honorable M. Elphinstone, and His Highness the Peishwa has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian and Mahratta, bearing His Highness' seal, and the Honorable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble Francis Marquis Hastings, &c., Governor-General, &c., &c., in Council, on the receipt of which

by His said Highness, the present Treaty shall be deemed complete, and binding on the Honorable East India Company and on His Highness the Peishwa, and the copy now delivered to His said Highness shall be returned.

(Peishwa's Signature.)

HASTINGS.

N. B. EDMONSTONE.

A. SETON.

G. DOWDESWELL.

Ratified by the Governor-General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

J. ADAMS,  
*Acting Chief Secretary to Government.*

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SCHEDULE OF THE LANDS and REVENUES ceded in perpetuity by HIS HIGHNESS RAO PUNDIT PURDHAN BEHAUDER to the HONORABLE EAST INDIA COMPANY, by virtue of the SEVENTH ARTICLE of the annexed TREATY, amounting to thirty-four lakhs of Rupees, lands and revenues, to be made over immediately.

The Districts of Bailapoor, Autgong and Culleaun, and all the territories possessed by His Highness Rao Pundit Purdhan Behauder situated to the north of those districts as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar, and the annual payment due by the Guickwar.

The tribute of Kattiwar estimated, after deducting the expense of collections, at four lakhs of Rupees.

The territories of Darwar and Koosigul.

The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertained and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lakhs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic in such situations as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the Officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the Officers of the Honorable East India Company, agreeably to the ninth Article of the Treaty.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's Government, within the period of five days.

(Peishwa's Signature.)

HASTINGS.

N. B. EDMONSTONE.

A. SETON.

G. DOWDESWELL.

By the Governor-General in Council, this 5th day of July 1817.

J. ADAMS,  
*Acting Chief Secretary to Government.*

*Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July 1812, and accepted by His Highness on the 7th.*

*First.—*His Highness the Peishwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

*Second.—*The jaghireddars to retain possession of their serinjaumy lands as long as they serve His Highness the Peishwa with fidelity.

*Third.—*All lands and revenues which have been usurped, i.e., enjoyed without Sunnuds, by the jaghireddars, to be restored to His Highness the Peishwa.

*Fourth.—*The jaghireddars to serve His Highness the Peishwa according to their Tynaut Zaubitas, and to attend with their contingents when summoned by His Highness. The Peishwa will not give any promise to the jaghireddars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit, but he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them according to the ancient usage by the advice of the British Government when their ser-

vices are not required. His Highness also engages to treat the jaghiredars with the consideration to which they are entitled by former practice.

*Fifth.*—The British Government charges itself with the fulfilment of the conditions contained in the four Articles above written. If the jaghiredars shall not accept them, the English Government will enforce them by fair means or by force if necessary, and if they should finally reject them, the British Government will unite with the Peishwa in resuming their lands for His Highness. Should the jaghiredars give their consent to these Engagements at present, but hereafter refuse to comply with them, the British Government will join with the Peishwa in punishing them.

*Sixth.*—The Peishwa's Government will not depart from any of the Engagements into which the British Government may enter in conformity to the preceding Articles, nor is any other authority to interfere with the British Government in the present negociation.

(Peishwa's Signature.)

HASTINGS.

N. B. EDMONSTONE.

A. SETON.

G. DOWDESWELL.

By the Governor-General in Council, the 5th day of July 1817.

J. ADAMS,

*Acting Chief Secretary to Government.*

## No. XVI.

### PROPOSITIONS TO BAJEE RAO.

*Dated 1st June 1818.*

*First.*—That he shall resign for himself and successors all right, title, and claim over the Government of Poona or to any sovereign power whatever.

*Second.*—That Bajee Rao shall immediately come with his family and a small number of his adherents and attendants to the camp of Brigadier-General Malcolm, where he shall be received with honor and respect, and escorted safe to the city of Benares, or any other sacred place in Hindostan, that the Governor-General may, at his request, fix for his residence.

*Third.*—On account of the peace of the Deccan, and the advanced state of the season, Bajee Rao must proceed to Hindostan without one day's delay, but Brigadier-General Malcolm engages that any part of his family that may be left behind shall be sent to him as early as possible, and every facility given to render their journey speedy and convenient.

*Fourth.*—That Bajee Rao shall, on his voluntarily agreeing to this arrangement, receive a liberal pension from the Company's Government for the support of himself and family. The amount of his pension will be fixed by the Governor General. Brigadier-General Malcolm takes upon himself to engage that it shall not be less than eight lakhs of Rupees per annum.

*Fifth.*—If Bajee Rao, by a complete and ready fulfilment of this Agreement, shows that he reposes entire confidence in the British Government, his requests in favour of principal jaghiredars and old adherents, who have been ruined by their attachment to him, will meet with liberal attention; his representations also in favour of Brahmins of venerable character, and of religious establishments founded or supported by his family, will be treated with regard.

*Sixth.*—The above propositions must not only be accepted by Bajee Rao, but he must personally come into Brigadier-General Malcolm's camp within twenty-four hours of this period, or else hostilities will be recommenced, and no further negociation will be entered into with him.



## II.—MAHI KANTHA AGENCY.

The system of perpetual settlement which was adopted in Kathiawar in 1807, and which obviated the necessity of the periodical advance of a collecting or mulkgiri army, was found to be so beneficial to the country and people that it was soon afterwards resolved to extend it to the Gaekwar's claims over the Mahi Kantha. The first who entered into engagements of the kind was the Chief of Ghodasar. It was in 1811-12 that the British Government first interfered to put a stop to the annual progress of the Gaekwar's mulkgiri army, and fixed the tribute and provided for the security of the rights of the Chiefs. Security Bonds for good conduct, consisting of Sixteen Articles, are believed to have been taken from the Chiefs; but no copies are to be found. There are, however, revenue engagements and decennial and Fa'el Zamin bonds of Four Articles, taken between 1811-12 and 1814 on the model of those passed by the Kathiawar tributaries in 1807 (*see Vol. VI, Western India States*); but these were never adhered to, nor formally annulled. In 1818\* the Chiefs executed a Security Bond to the Gaekwar through the mediation of Colonel Stanhope. The province being in disorder, a British Agency was established in 1820 to secure tranquillity and realise the Gaekwar's tribute: and, in consequence, a fresh Security Bond of Eleven Articles was taken from the Chiefs in 1822. The essential Security Bond taken from them was, however, that of 1830, commonly known as the Bond of Sixteen Articles (No. IX), by which the Chiefs bound themselves to pay the Gaekwar's dues on the average of what had been collected during the ten preceding years. A similar Bond of Sixteen Articles, corresponding in all essential points, was taken in 1835 and 1836, and again a third edition of it a few years later. The result is that, for all practical purposes, the Security Bond of 1830 is the most convenient to refer to as exhibiting the conditions applicable to Mahi Kantha.

These engagements, however, only settled the Gaekwar's claims, and left unadjusted the exactions levied by the Raja of Idar and the blackmail taken by the Koli Chiefs. Since 1820, when the Gaekwar agreed† not to send troops into the districts or prefer any claims against the inhabitants in them, except through the arbitration of the British Government, the paramount authority in the Mahi Kantha has been exercised by the British Government alone. In 1839 a court of criminal justice was established in the Mahi Kantha similar to that which had been established in Kathiawar. It is presided over by the Political Agent, aided by two or three assessors, for the trial of heinous offences

\* It is not certain whether all the Chiefs executed this Bond, but it is probable that they did.

† See Volume VI, Baroda.

and all cases in which the parties concerned are subjects of different Chiefs.

Captain (afterwards Sir James) Outram instituted in 1838 border panchayats for the settlement of numerous blood feuds and disputes between the wild Bhils on the Mahi Kantha and Rajputana frontier. The system, which is one of money compensation for crime, was found to be effective in preventing reprisals and maintaining peace. The Courts, however, met at irregular intervals owing to the difficulty of arranging a meeting between the Political Officers on both sides of the border who presided jointly over them, and disturbances again became numerous. In 1873, therefore, revised rules were drawn up, providing for the more regular assembly of these courts under one British officer as president, aided by two assessors from each of the States concerned, and enhancing the scale of compensation for certain specified crimes. The rules were again revised in 1877, when murder was omitted from the scale of compensation, the scale for wounding was raised, and it was arranged that the Political Agents from both sides should sit on the border court instead of one of them with assessors. In 1906 it was proposed to extend the principle of extradition as far as possible and since then extradition agreements have been arranged between Idar and Dungarpur, between Danta and Sirohi and between Danta and Jodhpur. A tentative extradition arrangement has also been concluded between Vijayanagar (Polo) and Dungarpur.

In 1886-1887 the total abolition of transit dues throughout the Mahi Kantha Agency was effected.

Until 1928 the Chiefs of Mahi Kantha were divided into different classes. This classification has been abolished.

The area of the Mahi Kantha is 3,124 square miles; the population, according to the Census of 1921, is 450,568, distributed under the Maharaja of Idar, the Rao of Vijayanagar (Polo), the Maharana of Danta, and numerous petty Chiefs, of whom the Raoljis of Malpur and Mansa and the Thakors of Mohanpur and Katosan are the most important. The total revenue of the Mahi Kantha, including that of Idar, may be estimated at about Rs. 27,25,800. Out of this total, tributary payments are made to the British Government (Rs. 1,035-1-10), to the Gaekwar (Rs. 1,28,072-8-11 inclusive of the items of adjustment noted below), to Idar (Rs. 8,652-4-5),\* and to certain other authorities (Rs. 1,161-6-0).

Rs. 158-4-8 Finchod Punsari Hak.

Rs. 4,314-15-2 Sirpao.

Rs. 1,910-8-7 discount for exchange of Babasin coins.

Tribute levied by the Gaekwar from the Thakor of Pethapur is not fixed as in other cases, but is calculated on a sliding scale at 35 per cent.

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\* In addition to this sum, which is paid by otherwise independent States, the Maharaja of Idar receives annually Rs. 19,140 from Chiefs who are his own feudaries—*vide page 78*.

of the income of the Taluka, the income being assessed on the average of ten preceding years. The State of Vijayanagar (Polo) and the Talukas of Vadagam, Likhi, Ranipura, Timba, Umri and Mota Kothasna do not pay tribute to the Gaekwar.

### 1. IDAR.

After the short tenure of the office of Moghul Deputy in Gujarat by Abhai Singh, Raja of Jodhpur, his two younger brothers, Anand Singh and Rai Singh, aided probably by the influence of his name, possessed themselves of the principality of Idar. That family is the last that effected a settlement in Gujarat by conquest. The Idar territory comprised the districts of Idar, Ahmednagar, Modasa (old name Morasa), Bayar, Harsol, Parantij, and Bijapur, to which five other districts were rendered tributary. Anand Singh was killed in one of the numerous conflicts with the Rajput proprietors of the soil, and was succeeded by his younger son, Shiv Singh, under the guardianship of Rai Singh, his uncle, who shortly afterwards died without issue. During the rule of Shiv Singh he was stripped of Parantij, Bijapur, and half of the three districts of Modasa, Bayar, and Harsol by the Peshwa, which districts were afterwards ceded by the Peshwa to the British Government. The other half of the Idar territories went to the Gaekwar, who contented himself with the exaction of a share of the annual revenues, which, at the settlement of 1812, was fixed in perpetuity at Rs. 24,001 for Idar, and Rs. 8,952 for Ahmednagar. This amount of Rs. 32,953 is in Sicca coin and is exclusive of the amount of Rs. 1,715 payable by the Estate of Tintoi. When converted into Company's coin it amounted to Rs. 32,313-15-1 as shown below:—

	Rs.	A.	P.
Modasa . . . . .	3,678	14	4
Ahmednagar . . . . .	4,656	9	4
Idar . . . . .	22,348	0	10
Tintoi . . . . .	1,630	6	7
	<hr/>		
	32,313	15	1

Shiv Singh died in 1791, leaving five sons, the eldest of whom, Bhawan Singh, succeeded him, but died in a few days, leaving the State to his son, Gambhir Singh, a boy of ten years.

The death of Shiv Singh led to dissensions in the family, which ended in the dismemberment of Idar. Sagram Singh, second son of Shiv Singh, who had received Ahmednagar from his father in feudal grant, assumed independence, and with his assistance Zalim Singh and Amir Singh, two other sons of Shiv Singh, after a long struggle, possessed themselves respectively of Modasa and Bayar during Gambhir Singh's minority. Indra Singh, the fifth son of Shiv Singh, who was blind, received Soor and three other villages for his support.

Sagram Singh, Chief of Ahmednagar, died in 1798, and was succeeded by his son, Karan Singh. Zalim Singh of Modasa, died childless in 1806, and Modasa ought to have lapsed to Idar. His widow, however, was allowed by the Gaekwar to adopt Pratap Singh, Karan Singh's brother, on whose death in 1821 Modasa was united with Ahmednagar; but Gambhir Singh never ceased to lay claim to it. On the death of Amir Singh of Bayar without children, the reversion of Bayar was claimed by both Idar and Ahmednagar. The dispute was investigated in 1827 by the Political Agent of the Mahi Kantha, and an Engagement (No. VIII) was concluded adjusting all the disputes between Idar and Ahmednagar: Idar renounced all claim to Modasa and received two-thirds of Bayar, the remaining third going to Ahmednagar. This settlement, however, was never acted on, and the disputes continued as vehement as before.

Gambhir Singh of Idar died in 1833, and was succeeded by his son, Jawan Singh. Owing to mismanagement during Jawan Singh's minority and the rapacity of the leading Chiefs, the widow of Gambhir Singh applied to the British Government to take the State under its own management. This was done in 1837. The control of the British Government was relaxed in 1852, but a check on the expenditure was maintained till 1859, when the entire management of the State was transferred to the Raja.

The Chief of Ahmednagar, Karan Singh, died in 1835, leaving two sons, Prithwi Singh and Takht Singh. On his death a forcible *sati* occurred, notwithstanding all the efforts of the British officers to prevent it. Immediately after the performance of the rite, Prithwi Singh and Takht Singh with their followers fled to the hills; and several of the subordinate Chiefs were at the same time in rebellion. To prevent a general outbreak an amnesty was proclaimed, of which Prithwi Singh and Takht Singh were the first to avail themselves. Prithwi Singh was installed in Ahmednagar on his engaging (No. X) to prevent the practice of *sati*; to entertain no foreign mercenaries; to refer all disputes to the British Government; and to abide by the engagements of 1812. Prithwi Singh died in 1839, and, on the death of his posthumous son in 1841, the succession devolved on Takht Singh. This Chief was elected ruler of the State of Jodhpur, on the death of Man Singh in 1843.

After going to Jodhpur he claimed the right to retain Ahmednagar in his family, but in 1848 the British Government decided that this claim was invalid, and that Ahmednagar should revert to the Idar State, together with Modasa and Bayar.

In 1861 the Idar Darbar agreed (No. XII) to prevent the smuggling of salt through Idar territory.

In 1862 the Ruler of Idar received a Sanad of Adoption (No. XIII): and in 1867 was granted a permanent salute of 15 guns.

Jawan Singh died in 1868 and was succeeded by his only son, Kesri Singh, during whose minority the State was managed by the Political Agent.

In 1874 an Agreement (No. XIV) was concluded with the Idar State for the construction of a weir in the river Hathmati and a canal through Idar territory. By this agreement civil and criminal jurisdiction within canal limits was delegated to the British Government.

In 1881 an Agreement (No. XV) was concluded with Idar, whereby the State renounced all claim to certain co-shared villages situated in the Ahmedabad Collectorate, and was given in lieu thereof four other villages to be held as part of the Idar State.

In 1883 Idar and Tintoi (a vassal of Idar) accepted the Opium Agreement (No. XVI), which had been concluded in 1878 with the other States in the Mahi Kantha.

In 1886-87 the total abolition of transit dues throughout the Mahi Kantha was effected.

In 1888-89, in order to prevent loss to the British abkari revenues, Idar agreed to take its supply of liquor required for three of its villages from the Central Distillery at Ahmedabad; but, after the establishment of a Central Distillery in the State in 1912, this arrangement ceased.

In 1896 a new Opium Agreement (No. XX) was made with Kesri Singh.

In 1897 the Maharaja ceded to the British Government the land then, or thereafter, required for the Ahmedabad-Prantij Railway, together with full civil and criminal jurisdiction over the railway (No. XIX). In 1911 the Maharaja ceded to the British Government jurisdiction over the land in the State occupied by the Idar Road-Brahma Khed extension of the Ahmedabad-Prantij Railway (No. XXIII).

Maharaja Kesri Singh assumed the management of his State in 1882. He died on the 20th February 1901. A posthumous son, born on the 4th of October 1901 and named Krishna Singh, was recognised by Government but died on the 30th November 1901, and the Government of India then recognised Pratap Singh as successor to the Idar *gaddi*, on which he was installed on the 12th February 1902, at the age of 56. Pratap Singh was the second son of Takht Singh of Jodhpur, who was the last Raja of Ahmednagar and who succeeded to the Jodhpur *gaddi* after the death of Maharaja Man Singh.

In April 1902 the Government of India recognised the adoption by Pratap Singh of his nephew, Daulatsinhji, as his heir to the *gaddi*, on the usual condition that no legitimate son should thereafter be born to the Maharaja. At the time of his adoption Daulatsinhji was 25 years of age.

Pratap Singh abdicated from the Idar *gaddi* in 1911 to become Regent of Jodhpur, and Daulatsinhji was installed on the 21st July of that year.

In 1904-06 Agreements (No. XXI) were concluded with Idar and other States and Talukas in the Mahi Kantha whereunder the cultivation of hemp drug plants was prohibited, and the States and Talukas agreed to take their supply of ganja, bhang and charas from the British bonded warehouses on payment of cost price *plus* duty,  $\frac{3}{4}$ ths of the duty being refunded to the States. This rate of refund has been varied and now (1927)  $\frac{13}{14}$ ths of the duty is being refunded to the States. The consumption of charas in the Mahi Kantha Agency, excepting the State of Idar, was prohibited with effect from the 28th August 1922 and the Maharaja of Idar prohibited the consumption of charas in his State from the 1st October 1922.

In 1909 an Agreement was executed with the Maharaja of Idar for the effective control and discipline of his Imperial Service Troops when serving beyond the frontiers of the State (No. XXII).

The Maharaja of Idar pays annually Rs. 30,339-15-2 as “ ghasdana ” (forage for cattle) to the Gaekwar and receives Rs. 19,140-6-11 as “ khichdi ” (supplies for troops) from Chiefs in the Mahi Kantha.

The area of the Idar State is 1,669 square miles; and the population, by the Census of 1921, is 226,351. The gross revenues of Idar, which are shared by the Maharaja with his feudal Chiefs, are about Rs. 18,00,000; the net revenue amounts to Rs. 14,84,831.

Under the reorganisation scheme of January 1921 the authorised strength of the Idar State Forces consists (December 1926) of :—

Sri Pratap Infantry . . . . .	150
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The following other State forces are maintained :—

Artillery . . . . .	6
Cavalry . . . . .	18
Armed Police . . . . .	365

With effect from the 1st January 1922 the designation “ Imperial Service Troops ” was changed to “ Indian State Forces ”.

Some of the subordinate Chiefs hold their Estates on condition of military service, the quota being three horsemen for every Rs. 1,000 of revenue.

## 2. LESSER CHIEFS.

Of the other Chiefs in the Agency the Maharana of Danta, who was granted a permanent salute of 9 guns in 1921, enjoys full plenary jurisdiction, that is power to try for capital offences, without the permission of the Political Agent, all persons except Europeans, including European British subjects, Americans, Government servants and other British subjects, and the Rao of Vijayanagar (Polo), the lineal descendant of the former Raos of Idar, has power to try for capital offences his own subjects only, but is required to obtain the permission of the Political Agent to try the subjects of other States: the other Chiefs have only limited jurisdiction, the Agency exercising residuary jurisdiction.

Many of these Chiefs belong to Rajput Koli families, and both before and after the introduction of British influence into the Mahi Kantha they were notorious chiefly as turbulent freebooters. A minute account of the various occasions on which the British Government have interfered to quiet the country and maintain peace before and since the general settlement of the Agency would be out of place here. All these Chiefs signed the Bond of Sixteen Articles (No. IX) in 1830. Some of them executed Agreements (*see* No. XII) in 1861-62, binding themselves to prevent the smuggling of salt through their territories.

In 1878 they accepted an Opium Agreement (*see* No. XVI), and in 1896 they made fresh Opium Agreements (*see* No. XX). In 1888-89, in order to prevent loss to British abkari revenue, the abkari rights of the villages of Barmuada, Rakhial and Mahisa in the Bawishi Thana and of the Talukas of Ghodasar (including the village of Haldarwas) and Khadal were leased to Government for a definite period. The abkari lease of Ghodasar (including the village of Haldarwas) and Khadal was renewed in 1897 for a period of ten years commencing from the 1st August 1895, as were those of the Bawishi villages of Barmuada, Rakhial and Mahisa, from which however no formal agreements were then considered necessary. These leases have been renewed from time to time and still subsist. The form of lease is shown as No. XVII.

The States of Idar, Vijayanagar (Polo) and Danta have full control of their own abkari affairs; but, in order to protect British abkari revenue, all other Talukas leased their abkari rights to Government in 1912 (No. XXIV) on payment of fixed compensation. These agreements have been renewed from time to time and the arrangement still subsists.

In 1891 the Thakor of Katosan ceded to the British Government jurisdiction over that part of the Viramgam-Mehsana Railway which passes through his Estate (No. XVIII).

In 1923 the Thakors of Katosan and Virsoda ceded to the British Government jurisdiction over that portion of the Devusna-Bechraji Railway which passes through their territory (No. XXV).

The nature of other arrangements made with these Chiefs and others from time to time appears from a perusal of the Engagements (Nos. I to VII).

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Prior to 1885-86 a force known as the Gaekwar's Contingent was maintained at Sadra, the headquarters of the Agency, for the preservation of law and order. In that year the Contingent was disbanded and in its place a force of Agency police was formed, the Baroda State paying an annual subsidy for its upkeep.

The Civil Station of Sadra occupies the land of the village of Sadra which belongs to the Thakor of Vasna. The terms on which the land has been ceded to the British Government are shown in the Agreement dated 25th November 1843 entered into with the Thakor of Vasna (No. XI).

*List of Lesser Chiefs, showing the area, population and*

Serial No.	Name of place.	Name of Chief.	Caste.	Age (1927).
1	Ambliara .	Thakor Shri Kesrisinhji . . .	Khant Koli .	39
2	Barmuada .	Held on matadari tenure . . .	..	..
3	Bawishi .	Ditto . . . . .	..	..
4	Bhalusna .	Thakor Shri Ratansinhji . . .	Chohan Koli .	55
5	Bolundra .	Thakor Shri Hindusinhji . . .	Rehwar Rajput	38
6	Chandap .	Held on matadari tenure . . .	..	..
7	Dabha .	Thakor Shri Mohobatsinhji . .	Makwana Koli	58
8	Dadhalia .	Thakor Shri Amarsinhji . . .	Sisodia Rajput.	42
9	Danta .	Maharana Shri Bhawanisinhji . .	Parmar Rajput	27
10	Dedhrota .	Thakor Shri Pratapsinhji . . .	Makwana Koli	10
11	Deloli .	Share holders . . . . .	Ditto .	..
12	Derol .	Thakor Shri Dipsinhji Ramsinhji .	Ditto .	43
13	Gabat .	Thakor Shri Rupsinhji . . .	Ditto .	41
14	Ghodasar .	Thakor Shri Mohobatsinhji . .	Dabhi Koli .	22
15	Gokalpura .	Belongs to Tejpura . . . .	..	..
16	Hadol .	Thakor Shri Jawansinhji . . .	Thakarda .	44

*revenue of their Talukas, and the tribute they pay.*

Area in square miles.	Popula- tion (1921).	Revenue.	TRIBUTE			To whom payable.
			Amount.	Rs.	A. P.	
80	7,544	83,213	243 9 6			The Gaekwar.
Included in the Bawishi Thana, the area of which is 96 square miles.	..	..	693 1 3			The Gaekwar.
96	30,086	..	33,011 11 5			The Gaekwar.
Included in the Gadhwada Thana, the area of which is 97 square miles.	2,334	4,493	1,163 0 2			Idar.
6	957	3,924	133 14 4			Idar.
Included in the Gadhwada Thana, the area of which is 97 square miles.	537	..	{ 70 12 3			The Gaekwar.
			210 13 8			Idar.
12	1,567	12,068	{ 115 6 2			The Gaekwar.
			53 6 0			Ambliara.
28	3,597	17,593	{ 699 4 6			The Gaekwar.
			610 9 5			Idar.
347	23,023	1,48,000	{ 2,371 1 11			The Gaekwar.
			513 15 3			Idar.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	551	9,241	{ 699 4 6			The Gaekwar.
			74 7 10			Idar.
Included in the Katosan Thana, the area of which is 56 square miles.	793	4,900	255 14 2			The Gaekwar.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	933	6,057	{ 513 0 10			The Gaekwar.
			46 8 11			Idar.
10	946	10,117	43 1 0			Idar.
16	5,596	62,782	{ 2,693 1 3			The Gaekwar.
Included in the Katosan Thana, the area of which is 56 square miles.	257	..	488 0 0			British Govern- ment (Kaira), The Gaekwar.
Included in the Gadhwada Thana, the area of which is 97 square miles.	2,961	2,605	{ 42 2 2			-
			112 10 8			The Gaekwar.
			41 0 0			Idar.

*List of Lesser Chiefs, showing the area, population and*

Serial No.	Name of place.	Name of Chief.	Caste.	Age (1927).
17	Iipa . .	Thakor Shri Vakhatsinhji . . .	Makwana Koli.	51
18	Ijpura . .	Share holders . . . . .	Ditto .	..
19	Ilol . .	Thakor Shri Vajesinhji . . .	Ditto .	34
20	Jher Nirmali .	Held on matadari tenure . . .	..	..
21	Kadoli . .	Thakor Shri Kubersinhji . . .	Makwana Koh.	38
22	Kasalpura . .	Share holders . . . . .	Ditto .	..
23	Katosan . .	Thakor Shri Takhatsinhji . . .	Ditto .	56
24	Khadal . .	Thakor Shri Fatehsinhji . . .	Ditto .	27
25	Khedawada . .	Thakor Shri Becharsinhji . . .	Ditto .	34
26	Likhi . .	Thakor Shri Himatsinhji . . .	Chohan Koli .	65
27	Magodi . .	Thakor Shri Jaswatsinhji . . .	Rathor Rajput	21
28	Maguna . .	Share holders . . . . .	Makwana Koli.	..
29	Malpur . .	Raoji Shri Gambhirsinhji . . .	Rathor Rajput	12
30	Mansa . .	Raoji Shri Takhatsinhji . . .	Chavda Rajput	49
31	Memadpura . .	Share holders . . . . .	Makwana Koli.	..

*revenue of their Talukas, and the tribute they pay—contd.*

Area in square miles.	Popula-tion (1921)	Revenue.	TRIBUTE.		
			Amount.	To whom payable	
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	871	12,141	Rs. A. P. 1,025 2 9 218 13 0		The Gaekwar. dar.
Included in the Katosan Thana, the area of which is 56 square miles.	275	4,645	238 15 8		The Gaekwar.
19	3,931	46,200	1,863 3 1 428 5 1 16 12 2		The Gaekwar. Idar.
22	6,138	..	865 6 2		The Gaekwar.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	1,902	11,467	513 0 10 93 1 10		The Gaekwar. Idar.
Included in the Katosan Thana, the area of which is 56 square miles.	312	2,538	48 6 8		The Gaekwar.
10	5,311	52,562	4,892 14 11		The Gaekwar.
8	2,256	37,477	1,346 14 10 250 0 0		The Gaekwar. Attarsumba.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	1,197	12,160	302 9 10 93 1 10		The Gaekwar. Idar.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	269	7,857	..		..
23	2,776	14,335	93 1 10		Idar.
Included in the Katosan Thana, the area of which is 56 square miles.	3,309	15,458	892 5 10		The Gaekwar.
			280 4 4		The Gaekwar.
97	11,767	58,803	430 3 5 395 11 8		British Govern- ment. Idar.
25	15,606	1,25,369	11,754 0 0		The Gaekwar.
Included in the Katosan Thana, the area of which is 56 square miles.	462	1,628	174 9 4		The Gaekwar.

*List of Lesser Chiefs, showing the area, population and*

Serial No.	Name of place.	Name of Chief.	Caste.	Age (1927)
32	Mohanpur .	Thakor Shri Takhatsinhji . . .	Rehwar Rajput	65
33	Mota Kothasna	Thakor Pratapsinhji . . .	Chohan Koli .	12
34	Mulaji-na pura.	Co-shared between Palaj and Deloli .	.	..
35	Palaj . .	Thakor Shri Dolatsinhji . . .	Makwana Koli.	45
36	Pethapur .	Thakor Shri Fatehsinhji . . .	Waghela Rajput	31
37	Prempur .	Thakor Shri Harisinhji . . .	Makwana Koli.	27
38	Punadra . .	Thakor Shri Shrivsinhji . . .	Ditto .	41
39	Ramas . .	Thakor Shri Mansinhji Udesinhji .	Ditto .	15
40	Rampura .	Share holders . . . . .	Ditto .	..
41	Ranasan .	Thakor Shri Takhatsinhji . . .	Rehwar Rajput	43
42	Ranipura .	Share holders . . . . .	Makwana Koli.	..
43	Rupal . .	Thakor Shri Hamirsinhji . . .	Rehwar Rajput	48
44	Santhal . .	Is co-shared between the Thakor of Katosan and the Bhadar Thakors of Deloli and Kasalpura.	..	..

revenue of their Talukas, and the tribute they pay—contd.

Area in square miles.	Population (1921).	Revenue.	TRIBUTE.		
			Amount.	To whom payable.	
			Rs. A. P.		
80	12,565	60,055	4,749 11 2 2,244 9 6 6 15 8	The Gaekwar. Idar.	
Included in the Gadhwada Thana, the area of which is 97 square miles.	413	991	..	..	
Included in the Katosan Thana, the area of which is 56 square miles	222	..	25 2 3	The Gaekwar.	
Included in the Katosan Thana, the area of which is 56 square miles.	1,062	9,131	399 3 7	The Gaekwar.	
11	5,233	37,187	35 per cent. of average revenue. 187 2 6	The Gaekwar.	
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	1,809	10,449	46 8 11	The Gaekwar. Idar.	
11	2,217	26,748	288 7 4	The Gaekwar.	
6	1,216	9,763	121 12 8	The Gaekwar.	
Included in the Katosan Thana, the area of which is 56 square miles.	418	5,310	96 4 4 50 0 0	The Gaekwar. Patan.	
30	3,834	30,199	373 6 2 949 8 8 3 7 1	The Gaekwar. Idar. British Govern- ment.	
Included in the Katosan Thana, the area of which is 56 square miles.	1,744	4,429	..	..	
16	3,894	13,753	1,164 13 6 362 1 1	The Gaekwar. Idar.	
Included in the Katosan Thana, the area of which is 56 square miles.	1,658	..	1,773 8 2	The Gaekwar.	

*List of Lesser Chiefs, showing the area, population and*

Serial No.	Name of place.	Name of Chief.	Caste.	Age (1927).
45	Sathamba .	Thakor Shri Ratansinhji . . .	Bania Koli .	26
46	Satlasna .	Thakor Shri Takhatsinhji . . .	Chohan Koli .	54
47	Sudasna .	Thakor Shri Prithisinhji . . .	Parmar Rajput	42
48	Tajpuri .	Thakor Kumar Shri Vakhatsinhji .	Makwana Koli	26
49	Tejpura .	Share holders . . .	Ditto .	..
50	Timba .	Share holders . . .	Chohan Koli .	..
51	Umri .	Thakor Jaswatsinhji . . .	Ditto .	40
52	Vadagam .	Thakor Kumar Shri Vakhatsinhji .	Rehwar Rajput	10
53	Vaktapur .	Thakor Shri Vajesinhji . . .	Makwana Koli.	35
54	Valasua .	Thakor Shri Shivsinhji . . .	Rathor Rajput	16
55	Varsoda .	Thakor Shri Jorawarsinhji . . .	Chavda Rajput	12
56	Vasna .	Thakor Shri Bapusinhji . . .	Rathor Rajput	30
57	Virsoda .	Share holders . . .	Makwana Koli .	..
58	Vijayanagar (Polo)	Rao Shri Hamirsinhji . . .	Rathor Rajput.	23

revenue of their Talukas, and the tribute they pay—concl.

Area in square miles.	Population (1921).	Revenue.	TRIBUTE.			
			Amount.	To whom payable.		
			Rs.	A.	P.	
18	3,549	35,029	308	7	4	The Gaekwar.
			561	0	0	Balasinor.
			127	0	0	Lunawada.
Included in the Gadhwada Thana, the area of which is 97 square miles.	5,735	16,767	2,794	5	2	The Gaekwar.
32	6,098	32,102	1,036	5	7	The Gaekwar.
			361	4	2	Idar.
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	1,165	4,486	699	4	6	The Gaekwar.
Included in the Katosan Thana, the area of which is 56 square miles.	404	2,939	308	6	11	The Gaekwar.
Included in the Gadhwada Thana, the area of which is 97 square miles.	1,501	5,161	50	5	10	Idar.
Ditto . . .	955	1,303	..			..
28	3,080	19,671	..			..
Included in the Sabar Kantha Thana, the area of which is 69 square miles.	2,056	9,526	1,118	4	7	The Gaekwar.
			486	0	10	Idar.
21	3,227	17,523	280	4	4	The Gaekwar.
11	3,812	32,424	1,582	14	9	The Gaekwar.
10	3,196	27,090	3,108	11	2	The Gaekwar.
Included in the Katosan Thana, the area of which is 56 square miles.	702	3,872	561	1	9	The Gaekwar.
			120	0	0	Patan.
135	5,858	57,539	..			..

## No. I.

TRANSLATION of an AGREEMENT executed by BHAROTE SAMUL SING GOMAN SING to the SIRCAR GUIKWAR,—1808.

This agreement is executed with the Sreemunt Maharaj Sena Khas Kheyl Shumsher Bahadur, that I, Samul Sing Goman Sing of my own free will and inclination, do hereby stand perpetual security for Choowan Bhattajee Jalljee, of Amliarah, and that I will not permit him or his people, brothers, nephews, relations, dependants, servants, or subjects to commit disturbance or thefts in the Sircar mehals, those belonging to the Punt Purdhan, or the Honourable Company.

Bhattajee shall not offer any annoyance or connive at others doing so in the mehals of Cupperbund, Deogaum, Edur, Ahmednuggur, Mandwa, Moondassoo, Hursool, Puranta, and all other pergunnahs, and he shall also be prevented from disturbing merchants travelling on the road or possessing himself by his own means or those of others of their goods or property.

The delinquents or criminals of the Sircar shall have no asylum with Bhattajee or in his territories, nor will he give them countenance or encouragement; and in the event of any person coming to Bhattajee without the permission or knowledge of the Sircar and the Sircar shall demand him, he shall be delivered up.

In like manner if stolen property should be sold or given to Bhattajee or his dependants without knowing it to be such, the same will be restored on demand. The Mandwa pergunnah which belongs to the Sircar shall not in the most trifling degree receive annoyance or injury from Bhattajee.

Bhattajee is to enjoy his Girass dues from the following pergunnahs in the same proportion as it stood in the reign of the late Futtah Sing Rao Guikwar, viz., Mandwa, Edur, Moondassoo, Ahmednuggur, Cupperbund, Deogaum, Puranta, Hursool, &c.

All new claims for Girass on other villages or places cease from this day. The ghasdana, as settled by Babajee Appajee in his Mahee Kantha Moolookgeeree to be given to the Sircar, shall in future be annually discharged.

Bhattajee and his servants shall faithfully perform the usual service to the Sircar thannah at Mandwa. Bhattajee shall not permit the Koolee of Lohar to reside within the limits of his territories, nor will he allow him or his people of every description even to stop or eat victuals at his villages, nor will Bhattajee's subjects associate with the Lohar Koolees.

I am security and personally responsible that Bhattajee shall conduct himself according to the tenor of this agreement, and if it should ever be necessary that the Sircar should send mohsuls, the charges and expenses shall be defrayed by me. I am perpetual security.

Wherefore witness my hand.

SAMUL SING GOMAN SING,  
*Bharote of Cupperbund.*

I agree to be arr-zamin for Bhattajee.

RAM SINGJEE TELLECK SINGJEE,  
*Thakoor of Agloode.*

*Dated Sumbut 1804, Aswin Vud 4th, 8th October 1808.*

SREE MALSAKHANT.

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PERWANNAH of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHA-DOOR to BHATTAJEE of AMIARAH.

You are to conduct yourself according to your separate writing.

The English Company Bahadur are your bhandary ; therefore you must remain quiet in your possessions.

*Dated Assum Soodh, 15th, 12th Shabhan 1804.*

Seal of Moortub Soodh.

On the part of the English East India Company.

Seal of Major Walker.

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## No. II.

TRANSLATION of a KHUT of GENERAL SECURITY by the LOHAR ZEMINDAR to the SIRCAR of ANUND RAO GUIKWAR SENA KHAS KHEYL SHAMSHER BAHA-DOOR,—1809.

To WIT.—Whereas do we, the Bhats of Copperbund, *viz.*, Bacher Deepsing and Veeram Bacher, of our own free will and pleasure, and in behalf of Kotewal Nanajee Jaitajee, and Soortanjee Sirtanjee, and Roopa Gullje and Adjajee Jallumjee, and Dhunajee Soozanjee, and Oomajee Suttaghee, all the six sharers hereof, including also all brothers, nephews, all friends and relations, all the Koolees residing respectively within the separate precincts of each sharer, all inhabitants and those bearing arms, all those residing within the jampa, or town gate, of the said place, and all those who may reside in outer poorahs, designated Mowarah or Warawas, and for the whole of whom we do hereby afford perpetual security with further counter-security to which fully assenting we have executed this bond to the Sircar, providing on the part of the six sharers and all others concerned, of Lohar, residing within their respective precincts, that in all the districts of the Guikwar dominions, as well as the possessions of the Punt Purdhan and the mehals of the Honourable English Company, the parties aforegoing shall not commit any act of irregularity or aggression ; and further that any fugitive,

thief, or plunderer of the dominions of three governments above related, or from the pergunnah Mandwa, or taluka Edur, or Ahmednuggur, or Monassoo, or other place from whence may come a culprit of the Sircar, or person of the description of Bharwuttea, or criminal or ryot who may come to Lohar, shall not be permitted to remain, nor shall be given sustenance, nor be in any way aided or countenanced, nor entertained in the different asylums, nor shall the Koolees of Lohar join, abet, or accompany others of such description in acts of misdemeanour, or plunder, or theft; besides, all such description of persons who hitherto have, unknown to the parties, come and taken up his or their residence, all such person or persons to be given over to the custody of the Sircar; and independent of persons belonging to any of the three foregoing governments, persons such as merchants from other countries, or Wunzaras or other, or any description of traveller from any quarter, whether going or coming, shall not be impeded at their place of encampment or temporary residence; neither shall the parties concerned instigate others to the commission of irregular deeds, conducting all travellers of whatever description safely to their country; and whereas in regard to the Girass dues of the parties from Deogaum and elsewhere of long standing, and of the time of the late Futteh Sing Rao Baba, the Sircar will make due investigation thereof in view to ascertain the extent of the same, which, after such process, being made permanent to them, they will realize the same in virtue of and according to the Sircar's order and permission, nor shall they otherwise shew hindrance or injury to the villages and of all property belonging to any of the three aforesaid Sircars or individuals thereof such as may unknowingly have been brought to Lohar, all such description of property shall be restored; nor shall the smallest injury be practised on the Mandwa pergunnah; and henceforward are the parties entitled only to the Girass dues of old and established date, all of a later date being herefrom made null; nor shall the parties show hindrance or injury to the ryots in view to obtain from them the Girass already realized by the Sircar, and they shall be strictly confined to the enjoyment of the Girass to be granted to them on obtaining possession of Lohar; and whereas all ghasdana dues from Lohar or its dependencies, as well as jummabundee, are due to the Sircar, we engage that all such description of public revenue be yearly discharged to the proper authorities without difficulty; and whereas the parties will continue in obedience to the Sircar, and to serve in whatever they may be commanded, and whereas we have become due security for the parties in all acts of misdemeanour, or in making them forthcoming, as provided for in virtue of this our writing to the Sircar, we do bind ourselves duly responsible in all and every particular obligation hereof, and in any instance of default in this our deed of bond, being, as we are, united and equally responsible, and we will further pay all the Sircar monies as well as account for the due appearance of the parties.

*Done Sumur 1866, Kartick Vud 3rd, 1809-10 November.*

BAROLE BACHER DEEPSING.

„ VEERUM BACHER.

Ar-zamin or counter-securities are—

1. Zallum Khant, of Ghorasur, security for Dhunajee and Gonduljee, having both together  $1\frac{1}{2}$  share.
2. Kassuria Meya, of Kaumail, security for Suntajee, and Adjajee, and Bhutta-jee, having in all  $2\frac{1}{2}$  shares.
3. Joorah Meya, of Poonadera, security for Nathjee Jaitajee, having 1 share, making in all 5 shares. One still remains, there being no heir thereto ; the concern and its enjoyment rests with the parties above written.

**SREE MULSAKHANT.**

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TRANSLATION of the PERWANNAH of RAO SREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to the ZEMINDARS of LOHAR,—1809.

Nuthoo Jaite, Soortsihjee Seertan, Roopa Gulljee, Ahja Jallum, Dhuhnah Soozain, Oomah Puttah, and others, to wit.

That you did practise a series of aggression on the Sircar dominions, wherefore you are punished, and Lohar, your possession, was taken by the Sircar, whereupon you have been a fugitive for four or five years and suffered much ill ; you, however, have lately altered your demeanour, and through the medium of the Honourable Company's Government preferred your petition to the Sircar, stating your errors and soliciting a forgiveness of your faults, and to reinstate you as before to live in quiet at your place, and that you would duly afford all description of security in behalf of your better demeanour ; which being the subject of your petition, this Sircar has in its pleasure and in view to that of the Honourable Company's Government directed that you be reinstated in your place of Lohar, where you will remain in perfect peace and quiet with your family without erecting fortifications, digging ditches, rearing trees, strong brushwood, or other unnecessary means of defence. All your Girass dues that you were in the habit of receiving in the time of the late Futeh Sing Rao Baba Saheb you will enjoy the same of long standing, and in the due enjoyment of which continue to serve the superior government with all fidelity and due attachment ; and whereas you have afforded the required securities and counter-securities in executing a separate bond, according to which you will continue to conduct yourself, in regard to the yearly government dues of the description of ghasdana and jummabundee, and others, you will duly pay, according to the peculiar custom of such revenues and the forms of the pergunnah. From the time of your flight up to the end of the year of 1865—1808-9, the Sircar has taken all your Girass dues, and on which account up to the same period you are hereby enjoined not to show any hindrance thereon. Your Girass dues are yet to be defined, according to which you will receive them from the commencement of the year 1866—1809-10, being careful to avoid any kind of hindrance throughout the country in view to obtaining more

And whereas in view to your observing such line of conduct as herein provided for, you are allowed the guarantee of Captain James Rivett Carnac, Acting Resident, on the part of the Honourable English Company; you have also the Sircar's kowls.

*Done Sumvut 1866, Kartick Vud, 1809-10, 8th November.*

Seal of Moorub Soodh.

On the part of the English East India Company.

J. R. CARNAC,  
*Acting Resident.*

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### No. III.

#### TRANSLATION of BAROTE'S DEED of SECURITY granted by JOORBAEE, THAKOOR of AHYMA, to the HONOURABLE COMPANY,—1811.

Granted to the Honourable Company's Sircar by Dulput Kharshunjee Barote of the city Neriade. Whereas I have of my own free will become security for Baria Joerbaee Goolab Sing, of Ahyma, in the Neriade pergunnah, with all his brothers and other relations, and also his ryots and Rajpoots, Koolees, and sepoyes and all the armed men, with every other kind of ryot belonging to his share, as also for all the ryots and others inhabiting Bajepoora; for all enclosed by the fence and gates, I have become security both for good conduct and appearance; if they shall be guilty of any irregularity or disturbance of the peace, or by instigating others to cause such crimes to be committed, or shall steal or harbour thieves or other incendiaries, or give them any kind of food or shall permit them to live in the village, and annoy any other person, or cause any to be so, or if any horsemen, armed men, or others belonging to the village, shall go or come with thieves, on their being detected, I will answer for it; if the footsteps of thieves are traced to the village they shall be carried fairly on to the next village; if the Sircar's people come to apprehend them they shall go along with and assist the foot or horsemen; no offender against the Sircar shall be entertained nor shall any irregularities be committed within the dominions of the Honourable Company or of their Highnesses the Guikwar and Peishwa, and should any of them (inhabitants of Ahyma) be detected in committing any irregularity or disturbance I will deliver them up; and should a complaint be made in the Adawlat against any person for robbery, murder, or on account of debt or other cause, and a mohsul comes upon the defendant, he shall go into the presence, no one shall obstruct his doing so; and also for whatever fields may be held in mortgage the money shall be taken and the field released, and of such Sircar's ground belonging to this or other villages as may be held by sale or mortgage, and cultivated, the

urgotee and salamee shall be paid year after year; also no Sircar's land shall be taken either by sale or in mortgage; they will enjoy such Girass or property as may be regularly inherited by them and not create any new; in this way, I have become perpetual security, and whatever answer the Sircar may demand, agreeably to this writing, I will, from my own property, make: the above written is true. Joosabhaee Poonjajee, of Kulwar, has become counter-security; for all this his own property also is responsible; the security and counter-security are equally responsible according to the terms of this writing; the above written is true.

*Dated Sumbat 1867, Weishak Soodh 3rd, corresponding with 15th April 1811.*

DULPUT KHURSHUNJEE.

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TRANSLATION of a DEED of COUNTER-SECURITY granted by JOOSABHAAEE, THAKOOR of AHYMA, to the HONOURABLE COMPANY, Sumbut 1867, Choitro Vud 13th,—1811.

I, Baria Joosabhaee Poonjajee, inhabitant of Kulwar, with my own hand, write that I have become counter-security for Baria Joorbaee Goolab Sing, of Ahyma, as also all his brothers and relations, and all the ryots of his share, and all the armed men, and all inhabitants within his boundaries, including people of every sort and description without any kind of exception; that in case the Ahyma Baria Joorbaee, or any other person of his share, shall commit any kind of irregularity, or cause any to be committed, I will immediately produce them, as also answer for the crime; for these purposes I have become, year after year, perpetual counter-security to the government of the Honourable Company; the people of every description inhabiting his Bajeepoora, without any exception, are included in this writing.

BARIA JOOSABHAAEE POONJAJEE.

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No. IV.

TRANSLATION of an AGREEMENT entered into by KUNKAJEE CHUMPAVUT, CHIEF of TITOVEE, and his son LALLJEE with CAPTAIN WILLIAM MILES, dated Cheiter Vud 12th, or 29th April 1821.

#### ARTICLE 1.

I engage not to rob or plunder in any part of the country, nor be the cause of robbery or plunder, nor will I cause any disturbance.

**ARTICLE 2.**

I engage not to receive or harbour any outlaw or offender from the territories of the Honourable Company, the Guikwar, or any other part or country, but will seize and deliver up such offender or outlaw without delay or excuse.

**ARTICLE 3.**

I will not fail to resist persons in opposition to the British Government or the Guikwar to the utmost of my power, and will not give them assistance in any way, but use my best endeavours to cut off their supplies and apprehend them.

**ARTICLE 4.**

I engage not to enter into any quarrels among my brethren or neighbours nor will I entertain any foreign troops, as Sindees, Mukranees, Arabs, etc.

**ARTICLE 5.**

Whatever quarrels may arise between me and my neighbours I will submit them to the British Government, and abide by its decision.

**ARTICLE 6.**

I engage to protect the passage of merchandize through my limits, and to conform to whatever regulations may be made by the British Government respecting the collection of customs or transit duties.

**ARTICLE 7.**

I will not allow any trade in opium except that regulated by the orders of the British Government.

**ARTICLE 8.**

On Margsir Vud 13th, Sumvut 1875, or the 25th December 1818, I gave security to the British Government, which is still in force, and I engage to conform to the terms of that security and not to deviate from them.

I have subscribed to the above eight Articles, and will strictly observe them. The perpetual security for this engagement is Bharote Khuta Humeer, and Bharote Koosiall Gela, of the town of Etaree, pergunnah Morassa ; they will secure the performance of this contract.

THAKOOR KUNKAJEE SING,  
and his son LALLJEE.

Securities—Bharote Khuta Humeer, and Bharote Koosiall Gela.

Similar engagements were made with the Chiefs of Dhudalia, Bakrole Soor-pore, Churunwaree, Mohimpore, and Runnasur.

## No. V.

TRANSLATION of the TERMS of SECURITY taken from DOODHOO KAUNT, THE CHIEF of GAJUN, and his KOOLEES, dated Bysack Soodh 7th, 1877, or 6th May 1821.

I, of my own free will, do engage to conform to the following Articles :—

## ARTICLE 1.

I engage to pay the amount of jumma due by me to Government from the year 1875 to 1877, three years, Rupees 40 a year, the whole Rupees 120.

## ARTICLE 2.

From and after the year 1878 the Government dues of Gajun shall be assessed, agreeable to the produce of the village, by an inspection of the crops, etc.

## ARTICLE 3.

I engage to restore all property proved to have been stolen by the Koolees of my village from the year 1875 to the present day without excuse or delay.

## ARTICLE 4.

From this day forward I engage not to rob or plunder in the territories of the Honourable Company, the Guikwar, or in any other part or country, nor will I cause the commission of any robbery or crime, or cause any disturbance. I also engage not to be concerned in any matter from which loss may result to government, but answer all demands upon me as a peaceable subject, and whenever I am summoned by the officers of government I will attend.

## ARTICLE 5.

I engage not to join any parties of robbers or plunderers, nor will I give them the least assistance in any way, and if any thieves should pass by my village I will apprehend and deliver them over to government, and will be responsible if they pass my village ; I will also keep a watch as far as my limits extend for this purpose. Also if any offenders against the British Government, that of the Guikwar, or any other, should come to my village or its limits I will apprehend them and deliver them up to government. I will not associate with thieves to plunder, and if intelligence of the robberies of any other village should reach me I will give instant information thereof to government, and failing to do so I shall be an offender and answerable for the same.

## ARTICLE 6.

I will not cause any hindrance to the passage of merchandize, and will protect the roads to the utmost of my power, and should any property be stolen in my

limits I will produce the thief or answer for the amount. If any thief should be traced to my village or limits I will carry on the trace or be responsible.

#### ARTICLE 7.

I will make known to government what horses I have, and will only keep as many as government shall direct and will sell the rest: if I keep more horses they may be seized by government, I have no claim to them.

#### ARTICLE 8.

I will obey all orders of the thannadar.

#### ARTICLE 9.

Besides the above Articles, whatever orders I may receive from government I will obey without fail or fault; also in demands regarding offences whatever orders may be sent by the Adawlut shall be obeyed, and the offenders given up.

I will strictly conform to the above nine Articles.

#### DOODHOO KAUNT.

Securities—Bharote Girder wulud Gulla, of the village of Bhautkooloo.

Arr-zamins or counter-security—Khaunt Sahiba wulud Khoora, and Tral Fulla wulud Soojee, Chiefs of the villages of Wagheria and Malwan.

A similar engagement was made with the Chief of Autrole.

#### No. VI.

TRANSLATION of the SECURITY given by the KOOLEE CHIEFS of ANORIA to the BRITISH GOVERNMENT, 1st Jesht, or 1st June 1821.

We, the Chiefs and inhabitants of Anoria, do make this agreement with the British Government, and furnish security to the following Articles:—

#### \* ARTICLE 1.

On the 4th Falgoon 1876 Jemadar Yaroo, kamaisdar of Bejapore, took the security of Anoria; this engagement was forwarded to government, and from that day to this all thefts proved to have been committed, or whatever injury may have been done by us, shall be answered and satisfaction made without demur or excuse.

### ARTICLE 2.

From this day forward we engage not to plunder, rob, or commit acts of violence in the Honourable Company's districts, those of the Gaekwar, or any other ; nor will we cause any such acts, nor be parties to any violence or injury.

### ARTICLE 3.

We engage not to join any robbers on any pretence whatever, nor will we afford them any aid or assistance, and should any enter our limits we engage to apprehend them, or should they pass we will be answerable.

We will keep a guard in our limits, and should any offenders against the British or Guikwar Governments enter our town or pass our limits, we will seize and deliver him or them up. We will not associate with thieves ; and if information of robbery or crime committed by the Koolees of any other village reach us, we will declare the same to the Sircar, and failing therein we will be held as offenders and answerable.

### ARTICLE 4.

We engage not to cause any hindrance to the passage of merchandize and will provide for the safety of the roads, and if any loss should be sustained in our limits we will deliver up the thief or be answerable for the amount. If any thief should be traced to our village or limits, we will carry on the trace, and if we do not we will answer for the loss without delay or excuse.

### ARTICLE 5.

We will make known to government whatever horses we may have in our village, and will keep only as many as government may direct and sell the rest ; if we keep more they may be seized by government.

### ARTICLE 6.

We engage to obey the orders of the thannadar.

### ARTICLE 7.

We engage to receive from the Collector or his Agent on the 2nd Pous, Vud whatever Girass may be due to us in the Honourable Company's districts and we engage not to demand such Girass from the Patell or cultivators, nor cause any expense to them ; and if we act contrary to this we agree to submit to such punishment as may be ordered or directed, and also to return any money so obtained.

### ARTICLE 8.

Two men belonging to the Sircar were murdered by some persons near the village of Nowagaum. We engage to search for the murderers, and if they be of our village we will deliver them over to the Sircar, or should they be discovered by other persons we also engage to give them up.

In addition to the above Articles we engage to obey all the orders of government and to commit no crimes, and in cases of dispute or offence whatever orders may be received from the court of Adawlut shall be obeyed and the offender delivered up.

We will strictly conform to the above Articles.

Perpetual security, Mal, fa'el and hazir zamin—Bharote Puthoo Guma,

Ditto ditto—Veera Guma, of Prantej, Poonja Pergunnah, Bejapore.

Arr-zamins or counter-security—Nathajee Sumbhoorathore and Soot Hauttijee, of Meyend ; Khaunt Ojumjee, Nurirjee and Sooltanjee Bhanjee, &c., &c., Mohoori ; Thakoor Vuktajee Anoopjee, Sungpore, Bhowan Sing Sumtajee, Lakeora, Sewajee Soortajee, Vaugpore.

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#### No. VII.

TRANSLATION of a DRAFT for a SETTLEMENT of VILLAGE PEACE, etc., with SECURITIES and COUNTER-SECURITIES, proposed by LIEUTENANT-COLONEL BALLANTYNE, to be executed with sundry VILLAGES in the DISTRICT under his CHARGE,—1821.

We (the Chief and his relations of every, denomination all the inhabitants, whether of the zillah or the town, or its suburbs, or its outskirt, hamlets, good or bad, all classes) of our free will and accord pledge ourselves to government, under the following Article's of security for good behaviour, for appearance on summons, for payment of dues, and additional security for the efficiency of the above securities :—

#### ARTICLE 1.

We pledge ourselves to be guilty of no irregularities, to lend our countenance to none, nor to afford any aid, shelter or protection to people of bad character ; and in case of their entering our limits we pledge ourselves to do our utmost to apprehend them, that is to say, offenders against the British and Guikwar Governments, and deliver them up, pursuing them so long as they are in our limits in order to apprehend them.

#### ARTICLE 2.

Wherever any zemindar has been deprived by force of lands or villages or been compelled to resign them, the said transactions to be investigated and the lands and villages thus unjustly taken away to be restored, and the bonds thus extorted to be cancelled, and for the future no transfer of villages or territory is binding unless with the knowledge and approbation of government.

#### ARTICLE 3.

We pledge ourselves to carry on no intestine disputes or civil discords or private hostilities. Our causes of difference to be reported for the decision of government,

and that decision abided by, and we promise not to entertain in our service any armed men of any denomination, whether foreign Arabs, or Pathans, or Mukranees, or Rajpoots, or Kattees, or Mahrattas.

#### ARTICLE 4.

We pledge ourselves neither to raise nor protect gangs of robbers assembled for the molestation of the British or Guikwar districts, and we will afford every assistance in our power of guides and bearers to merchants and travellers proceeding through our districts, and guard them and their property, and we bind ourselves to answer the losses they may sustain in our limits ; and in case of their being robbed we will trace the course of the robbers and either prove that they left our limits or make good the loss.

#### ARTICLE 5.

A faithful report shall be made to the Sircar of all the Koolees who through our limits keep horses, and those only shall be allowed to keep them to whom the Sircar shall grant permission to do so, and the remaining horses shall be disposed of as government shall be pleased to direct , and in case of any disobedience under this head we consent to our horses being seized as forfeit to government ; we will in this matter in no respect depart from the wishes of government.

#### ARTICLE 6.

The old established claims of ghasdana possessed by the Guikwar government and neighbouring zemindars over our villages shall be faithfully discharged yearly and no difficulties shall be started by us, but the whole regularly paid.

#### ARTICLE 7.

Wherever we possess claim of Girass, wanta, or produce of land or trees upon the villages of the Sircar or of the neighbouring zemindars, or they possess such like claims upon us, we pledge ourselves to refer the same to the arbitration of the Sircar, binding ourselves to abide by the decision and in no way to oppose the wish of government.

#### ARTICLE 8.

Whenever any agent of government sent by government comes to any of our villages, we bind ourselves to pay every attention to his instructions, and in no way to oppose the wishes of government.

#### ARTICLE 9.

The parties stationed by government through the country for the protection of the peace shall be assisted by us in every manner in our power, and on any alarm

of robbers we will join in the pursuit with every individual under our control, consulting in every respect the wishes of government.

#### ARTICLE 10.

We pledge ourselves to attend to the regulations of government respecting opium in every respect whatever, and to pay the plough tax and land tax as established by ancient usage, and to whomsoever it is due, whether for the cultivation of our own lands or on lands rented from other villages to the Patells of those villages.

#### ARTICLE 11.

Upon the arrival of merchants and travellers passing through our limits we engage to protect their persons and property, and to extort from them nothing under the name of custom, tolls, or fees, but what is fixed as due to us by government.

After this manner we pledge ourselves, for ourselves and our descendants for ever, a perpetual agreement, undertaken of our free will and accord, and after full deliberation, for ourselves and for our children after us, and the undersigned are securities for our due fulfilment of our part of the agreement.

*Particular Statement of the names of the villages of Megraj Talooka with which the above Agreement was made :—*

No. of Villages.	Names of Villages.	No. of Villages.	Names of Villages.
1	Mouzah Dhulwanee.	14.	Mouzah Bhattuvara.
2.	„ Koonail.	15.	„ Sahrupore.
3	„ Jessodrah.	16.	„ Lhebodrah Mottah.
4.	„ Rajpore.	17.	„ Bheemapore.
5.	„ Toomaliah.	18.	„ Kumrodah.
6.	„ Gundiah.	19.	„ Peessaal.
7.	„ Lhebodrah.	20.	„ Kheroy Dhoodah.
8.	„ Wausnah.	21.	„ Kuttrah.
9.	„ Bharuj Vulonah.	22.	„ Bellah.
10.	„ Royniah.	23.	„ Royawana Soorujderee.
11.	„ Oodwah.	24.	„ Sulthanab.
12.	„ Dhoodah Mottah.	25.	„ Sheegaal.
13.	„ Wossoy.	26.	„ Moolud.

## No. VIII.

TRANSLATION of an AGREEMENT entered into by SREE MAHARAJ KURUN SING, KOOER PIRTHEE SING, and TUKHT SING of AHMEDNUGGER, with SREE MAHARAJ GUMBHEER SING of EDUR, on the amicable settlement of their mutual claim to the BAYER PERGUNAH,—1827.

## ARTICLE 1.

Whatever revenue realised from the talookas of Ahmednuggur, Morasa, and Megraj, and from the villages of Saberkaunta, together with whatever claims for *ketcheree* and *salamee* we may have on the Brahmins and Girassias of the above three talookas, and which we have enjoyed from former times, to remain in our possession, retaining also our right on Suchodur and Peplodur.

## ARTICLE 2.

You have with your free will and pleasure bestowed on us the Morasa and Megraj talookas : these we will enjoy.

## ARTICLE 3.

The Bayer pergunnah, which Ameer Singjee enjoys, and regarding which we have come to the following amicable understanding :—

Whatever revenue may be collected from Bayer, Rupees 1,501 to be paid yearly to Kakajee Wagheljee and her two daughters for their maintenance ; of the balance remaining one-third to be ours, two-thirds yours, to be divided according to the sum realised. The share given to you will remain yours as long as sun and moon may endure. Should Waghela Kakajee die, or her daughters Phuljee and Phutjee marry or die, then the sum allotted for their maintenance to be divided amongst us, two-thirds yours, the remaining third ours.

## ARTICLE 4.

We empower you to marry the three Baees, Ajujee Lall, Phuljee Lall, and Phutjee Lall, to whomsoever you please. We will pay Rupees 7,001 on account of the expenses of the marriage ; any sum exceeding that must be paid by yourself. The marriage and household expenses of Ajujee Lall you must yourself defray, with it we have nothing to do : the sum of Rupees 7,001 we give but once, and only on the condition that you effect their marriage. If they remain unmarried then that sum is not to be paid. The marriages of Ajujee Lall, Phuljee Lall, and Phutjee Lall being effected by you, the amount above-mentioned will be paid by us.

## ARTICLE 5.

The talooka of Kuntaloo Bara, including fines, property, customs, ketcheree, vera, etc., together with whatever may be produced therefrom, we have bestowed on you with the ghasdana. We will never make any claim thereto. Enjoy the same from one generation to another ; for as long as the sun and moon may endure so long will it be yours, neither I nor any who may succeed to me will prefer a claim thereto.

In this way have we, being in full possession of our faculties, and with our free will and consent, and through the instrumentality of Colonel Ballantyne, entered into the conditions of this agreement, which will be respected accordingly. We will give no encouragement to the haramkores of your country and you must not afford any to ours. The enemies of both talookas to be the mutual enemies of each. I will enjoy theputta of Wurragaum, which is under Morasa ; you may take back all lands, villages belonging to Hursal, which may have been forcibly taken possession of in Wurragaum. There shall be no obstruction from me. Whatever claims Hursal may have in Purosum shall be settled. The ghasdana of Dawaree Veerawala, which is included in the tribute paid by Edur, we will pay to you yearly. What is above written shall be respected, and Sree Samlajee is offered as a guarantee that no difference will occur hercon, which will be respected ever as the words of a holy man.

*Sumvut 1833, Bysack Soodh 10th, Shunewar, Camp Edur.*

MAHARAJ KURUN SING.

KOOER PIRTHEE SINGJEE.

TUKHT SINGJEE.

## No. IX.

SECURITY BOND of sixteen ARTICLES taken from the CHIEFS of the MAHI KANTHA,  
—1830.

To Shri Sarkar the Hon'ble the BRITISH COMPANY Bahadur through Colonel Miles, Acting Political Agent, Prant Guzrat.

Written by Makwanas Ranaji Bhagwanji, and Rajaji Jitaji, and Hiraji Aduji, and Madhuji Sablaji, and Hathiji Pabji, and Anji Viramji, and Ramsangji Kuberji and others of taluka Katosan, together with brethren and relations, inhabitants, and those living in Wara Was and Palwar, and all the Dharala inhabitants of our zilla, including ryots and those being in Wara Was, and all others living within the gates and in Palwars. To wit ; the sarkar having desired us, in accordance with the custom of the country (muluk shirests pramanc) to behave in a peace-

able and proper way, as ryots, according to the orders of the sarkar, we in obedience thereto, with our free will and pleasure and in possession of our senses, execute to the sarkar articles of security and ar zamin\* and fail zamin,† hazar zamin,‡ and mal zamin,§ etc. The articles are as follow :—

1. We will not commit anywhere in the country offences, disturbances (fitur), thefts, and other crimes, nor will we cause the same to be committed. We will not associate nor allow any person to associate with any barwatiya, other criminal, etc., etc., of the British Company Sarkar Bahadur or of the Gaekwar Sarkar, or of (other) Native States (Rajasthan), or of any other talukdars, whether (he be) Koli, Rajput, Sipai, or Kathi, or any other. We will not give him shelter, food, huka or water. If an offender, etc., come to our village, we will seize and deliver him up to the sarkar. If any such should pass or repass through our limits, we will pursue him and seize and make him over to the sarkar. We will then act as the sarkar may order. We will in no way assist a disturber of the peace. If it be proved that we have associated with such a character, we will be answerable for the consequent liabilities (huda muda) together with penalty. If footprints of thieves (offenders) be brought to our village or within our limits, we will trace them on to, and establish the same against, the next village. If the thieves belong to our village, we will seize and produce them, and will give compensation for the stolen property. If we get information of persons of other villages having committed theft or disturbance, we will immediately communicate the same to the sarkar. If we do not communicate it, we will be answerable in penalty. We will be answerable if any person of our village proceed for the purpose of committing theft in the sarkar mahals, or in the villages of talukdars. If he be killed, we will not claim or cause to be claimed ranwatia from the people (gawala) of the village (concerned).

2. We will manage our taluka, village lands, etc., as heretofore according to the wishes of the sarkar, and remain obedient to the orders of the sarkar. We will not fail (herein).

3. We agree to such settlement as the sarkar may make of the ghas dana, jamabandi, khichri, and other rightful dues of the sarkar, such as we have heretofore paid. We will continue to pay accordingly from year to year. We have given to the sarkar Sowkar security for (the payment of) the sarkar huck and the customary dues of zamindars and others on our village (or villages). We will act in accordance therewith. We will make no excuse.

4. Should we have encroached upon, or by force got written over to us, the shim or village of a zamindar, knowing him to be helpless, we will restore the same if the sarkar justly order us (to do so). And in case we have got written over to us in (consideration of) a loan anybody's village, land, or giras, we will agree to what the sarkar may prescribe with regard to the amount of our debt which may be rightfully proved. We have no claim to the lands of the village

\* Security's security.

† Security for good behaviour.

‡ Security for personal appearance.

§ Security for property.

and the giras. We will have no dispute in this matter with the mukhi and people of the village. Should any dispute arise with any one in future regarding any money transactions, we will petition the sarkar, and will receive our pay what the sarkar may decide. We will not quarrel direct with the village people, nor will cause any direct expense to them. We will not in future get written over to us, without the permission of the sarkar, anybody's village, land or giras, in mortgage, purchase or gift.

5. We will not on any account quarrel or fight, or cause quarrels or fights among ourselves, or our brethren and relations, or between villages of the taluka. If there be any feud on any account, we will inform the sarkar thereof, and report particulars and then act according to the way the sarkar may prescribe. We will do nothing direct in any respect. If villagers (gamkari) and zamindars should quarrel between themselves and assemble people, we will not join the assembly. We will act in conformity with the orders of the existing sarkar thanas and those that may hereafter be established. We will not act otherwise.

We will give a written detailed statement to the sarkar of our rightful hucks, giras, wanta, wol, grain, and rakhopa, such as have been continued from former times, and of debts due to us from any person in the sarkar mahals and in the ralukas of talukdar zamindars, wherever the same may be. Whatever way the tarkar may prescribe in this respect, we for ourselves and for our brothers and relations, from generation to generation, agree to. We will agree to what the tarkar may cause to be given. We will accept the same thankfully. Should there be a boundary dispute with any one, we will inform the sarkar of it, and abide by any settlement the sarkar may make after ascertaining what is just.

7. Should a girasia of any place who may have come and resided, or who may come and reside in our village, not get his giras, ranwatia, or passaita from where the same may be, we will inform the sarkar of the circumstance and will not allow him to make a direct quarrel. If we fail in this, and if loss ensues, we shall be answerable for the same, or deliver up the girasia to the sarkar. If any Koli, Rajput, or other be now or hereafter engaged by us in service, we will keep him after taking measures to prevent his making disturbance anywhere in consequence of an alleged claim against us, while in service, or after dismissal, or we shall be answerable for the consequence (of his acts).

8. We will not in any respect molest travelling merchants and others passing and repassing on the roads. We will make arrangements to protect the roads. If any loss takes place within our limits, we will produce the person causing the same and be answerable for the loss. We will not take from any trader more than the customary gadai and other dues.

9. We will discharge the Sibandi horsemen, footmen, Sindis, Arabs, Makranis, and Pardesis who may be in our service, and will not in future engage in service any foreign horsemen or footmen, nor allow any one to do so. Should it be proved hereafter that we have employed such persons, we will be answerable in penalty, and we agree to any punishment the sarkar may give.

10. We will not resume the giras, wanta, or pasaita we may have assigned to any one from our ancestral land or from our coparcenary share in that, or in ranwatia or gift, without settling the debt, or giving other (land) in exchange. We will continue to our brethren and relations, and others their giras, maintenance (aida jiwak lands), etc., as have from old times been enjoyed (by them). We will not fail herein. If there be any dispute in respect to these two matters, we will inform the sarkar of the same and will abide by whatever just order may be passed.

11. We will make arrangements for watch and guard for any person or force connected with the sarkar passing or repassing through our limits, and will furnish guides and valawas (guards), and see him or it safe out of our limits, according to the custom of the country. We will not fail herein.

12. Kolis keep horses in our village ; we will inform the sarkar of the same, and then act according to the orders we may receive from the sarkar. With regard to the remaining horses, we will act according to the orders we may receive from the sarkar. We will not fail. In case we act otherwise, and the sarkar take away our horses, we will on that account have no claim whatever upon the sarkar. We will act according to sarkar orders and not otherwise.

13. In compliance with the wishes of the Company Sarkar, we will take effective measures within our limits to prevent illicit passage of opium, either concealed in merchants' goods in transit, or openly without the sarkar pass or stamp. Should any one carry opium clandestinely, we will apprehend him and inform the Sarkar of the fact. We will act according to orders that the sarkar may pass in regard to arrangements about opium.

14. Should a mehta and sepoy from the sarkar be stationed in our village for the purpose of maintaining arrangements, we will furnish him, that he may take down in writing all particulars, the accounts of the village, etc., according to sarkar rules. We will not say anything contrary to this.

15. With regard to thefts that have taken place before this, we agree that should the track in the case of any theft have been brought to our village, or should any one by undergoing expenses for morkhai (detective) have proved the thieves to be of our village ; or should any one have discovered stolen property in our village ; and should these and any other matters in case of thefts be proved against us, we will make good the stolen property including every pie on account of the same, and will be answerable with penalty according to the sarkar orders. We will not fail herein.

16. Besides the foregoing articles we will act according to any orders sarkar may pass. We will produce any party the sarkar may order us to produce for the purpose of taking his answers and evidence about money transactions or any other matters whatsoever.

In this manner we have executed sixteen articles. In accordance therewith we, from generation to generation, will act peaceably and properly. If we depart from the articles, we agree to what punishment the sarkar may give. For the

fulfilment of this agreement, our watan, giras, lands and other property are pledges. As fail zamins for peaceable and proper conduct, and hazar zamins, and mal zamins, Barot Zalamsang Kubersang, and Hari Himatsang, inhabitants of Patan, and the ar zamins Panara Manaji Samtaji and all the other inhabitants of the village of Panar, taluka Chuwal, pargana Viramgam, have been given. They will satisfy and cause to be satisfied, liabilities as written above without reference to any one else (ghar gharao) from year to year continuously and perpetually. This is assented to.

Shrawan wud 8th, Sumvat 1886, 11th August 1830, A. C., at Pahlanpur.

1. Here signature.

Here attestation.

Makwana Ranaji Bhagwanji, and Rajaji Jitaji, and Hirji Aduji, and Madhuji Sablaji, and Hathiji Pabji, and Aduji Viramji, and Ramsangji Kuberji and others, including brethren and relations and all residing within waras and was. What is written above is assented to. Handwriting of Ranaji.

Signatures of fail zamins, Barot Zalam Kubersang and Barot Hari Himatsang of Patan. We have become as above written continuous and perpetual fail zamins from generation to generation for fulfilling and causing to be fulfilled without reference to the principals (ghar gharao) what is written above. Assented to. In the handwriting of Kewal Rewa with the consent of the above two persons.

Panara Manaji Samtaji, of the village of Panar, pargana Viramgam. I have become as written above continuous and perpetual ar zamin from generation to generation for fulfilling and causing to be fulfilled without reference to the principal (ghar gharao) what is written above. Assented to. Handwriting of Mehta Kewal Rewa.

\* \_\_\_\_\_ KESAJI PATHAJI.

No. X.

TRANSLATION of a PAPER addressed to CAPTAIN OUTRAM, ACTING POLITICAL AGENT, MAHEE MANTA, by MAHARAJ PIRTHEE SINGJEE KURUN SINGJEE, —1836.

In your letter to me, dated 18th February 1836, you informed me that it was the intention of the British Government to restore my throne and kingdom to me if I would subscribe to certain conditions therein enumerated ; to these conditions I agree as follows :—

#### ARTICLE 1.

I will abide by the said agreement that was entered into in 1812 with the British Government.

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\* Not intelligible

**ARTICLE 2.**

From this time forward neither I nor my children nor my posterity will perform the ceremony of suttee.

**ARTICLE 3.**

I will appoint a respectable and active minister to manage the business of my State, subject to the approval of the British Government.

**ARTICLE 4.**

I will pay my ghasdana and any balance that may be due to His Highness the Guikwar through my Nishadar Oomed Sing Bharote, of Putton, and in future I will continue my nisha as heretofore.

**ARTICLE 5.**

The expenses of the individuals confined at Sadra on account of the suttee shall be defrayed by me.

**ARTICLE 6.**

I will retain no Arabs, Mukranees, Purdessies, or others, whether horse or foot, except those that are old servants of my house.

**ARTICLE 7.**

If there should be any quarrel between any of my Thakoors and any village, I will make known the same to the Political Agent, and as he shall advise so will I do.

**ARTICLE 8.**

I will not attack the Thakoor of any village without the permission of the Political Agent.

**ARTICLE 9.**

My minister Mahadjee Soobhavut is guilty in the affair of the suttee. I will not give him shelter within my territory.

I will act according to what I have written above.

*In Maharaja Pirthee Singhee's handwriting.*

What is written above is correct.

AHMEDNUGGUR,

TUKHT SINGJEE.

18th February 1836.

## No. XI.

## TRANSLATION from GUJERATI.

To

WILLIAM LANG, Esq.,

POLITICAL AGENT, MAHI KANTHA,

on behalf of the HON'BLE COMPANY.

*Written by,*

Thakor Dolatsingji Kishorsingji of Vasna Zilla Bawishi—

To wit:—I acknowledge the receipt of your order dated 9th November 1843, stating that with regard to my claim made to Government for the loss sustained by me on account of the men of the Sarkar, Contingent sowars, and others who have encamped in my village of Sadra, you wrote to Government and have now received a final reply that for the said loss I should be paid annually a sum of Rs. 250 sikai coin from the revenue of the Sadra Bazar so long as the cantonment is so stationed here and that the limits of the cantonment should be defined. I agree to this and the terms of the agreement are subscribed as follows :—

I. To form the cantonment as above stated, I and my Kamdar have demarcated its limits in consultation with Azam Vinayakrao Madhvrao and fixed the marks round about the cantonment. A list of the same is attached to this agreement and on its perusal you will learn the particulars. Within the cantonment as above defined neither we nor any of our brothers or nephews, nor Rajputs and Kantia castes, nor any of our subjects, etc., will ever make any demand on the military, the mahajan Banias of the Bazar or people of any other caste living in the cantonment, for any land-rent on their building their houses in the cantonment limits or for the chauth (fourth share) on sales of land; and as long as the cantonment remains we will consider the great Government to be the owners and we will not make any claim therein. All receipts from the land as now received and those arising in future belong to Government and none of us have any claim to them, nor shall we have any claim to the old trees, etc., belonging to us and our people in the limits of the cantonment because in the event of the removal of the cantonment we would similarly become possessed of the trees standing therein. The land occupied for the establishment of the cantonment is historic and if by chance any property is found (therein) we agree to abide by the decision that Government will arrive at after making enquiries.

II. Thus we will receive every year from the Government Treasury a sum of Rs. 250 (sika coin) rupees two hundred and fifty without any further claim for the cantonment land as above defined, so long as the cantonment remains here. On its removal we will not make any claim for the money but will take over our land; we will make no claim on the superstructure.

III. We will make no obstruction to the Bazar merchants for customs and tolls in the limits of our villages of Sadra and Vasna on articles of merchandize brought from or taken to Ahmedabad and other places. In the same way if a sahukar of any foreign place brings goods for sale in the Bazar we will not demand from him any customs dues, as stated above. In case he takes back any unsold goods we will take from him customs dues according to our practice on such goods only.

IV. In article I the list of the boundary marks of the cantonment is referred to and taking into consideration the position of the cantonment according to that we will make no demand in respect of the sandy bed of the river between the two boundary marks on the river side, viz., one in the Amli Nal and the other after passing from the above mark leaving the cantonment to the left, then behind the Sarkari garden and by the Kachhia's vadi and Mr. Partridge's garden extending to the river as far as the water. We will make no demand on Vagriss, etc., making Bakalu Kaslu (water and marsh melons) and other plantations in the said bed. This bed is included in the limits of the cantonment. We will make no claim on the receipts of the sarkari boat plying at this place for passengers during the monsoon. They belong entirely to Government.

V. On the river side near the Sarkari garden there is a plot of land about 4 bighas with a well in it. It is cultivated by Patel Zaver Metha and we enjoy the produce (rents); but now in consequence of the above settlement it is included in the cantonment limits being situated between the two gardens. However on our claiming the rents of the same in accordance with our usual practice, our request is granted by Government and they order that we should get the rents and we shall take them accordingly. All other lands including the Nalas belong to the cantonment and Government is at liberty to enjoy the same as settled above; we will on no account dispute it.

VI. According to the above settlement a sum of Rs. 250 has been fixed for payment to us and I agree to it. But if any cultivator of our Taluka paying vaje, vero, etc., to us absconds from our village and emigrates to the cantonment thereby causing loss to us, Government will cause him to return to our village. As above settled this agreement is executed which should be accepted and acted on by both sides. This is my request.

*Dated St. 1900 Magsar Sudi 5 Saturday—25th November 1843.*

THAKOR DOLATSINGJI KISHORSINGJI.

I agree to what is written above and there will be no deviation therefrom.

META RAMCHAND TARBHOVAN

on behalf of the THAKOR.

P.S.

Within the limits of the cantonment as demarcated above there are three mango and one mahura trees (in all four) standing in the fields on the bank of the Kaduri tank. They will be enjoyed by their owners.

*Dated as above.*

THAKOR DOLATSINGJI KISHNORSINGJI.

There will be no deviation from the above.

META RAMCHAND TARBOVAN  
on behalf of the THAKOR.

Witnesses.

RANA (not legible).

BINOLA DALJI.

SHAI PARBHUDAS RAGHUNATH.

META RUPCHAND AMCHAND  
by the hand of Parbhudas at the  
instance of the witnesses.

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No. XII.

TRANSLATION of an YADEE, dated 28th October 1861, passed by the EDUR DURBAR when MAJOR WHITELOCK was POLITICAL AGENT in the MAHEE KANTA.

1. The duty on Marwar salt by way of Poseena amounts to Rupees 250, and the duty on other merchandise taken away in exchange for the salt from this Putta amounts to Rupees 1,000 altogether Rupees 1,250, but from the stopping of this salt and the consequent decrease of other merchandise taken from the Putta, I claim Rupees 700 as compensation for the salt which comes by way of Poseena, and Rupees 300 is the revenue derived from the duty on the salt in Kheroje, for this I claim Rupees 200.

The duty on salt which passes into the territory of the Edur State amounts to Rupees 1,000 for this I claim Rupees 700, altogether Rupees 1,600. To please the Sircar I have only shown what is due on account of compensation for salt alone, but the revenue derived from the duty on salt is fluctuating, therefore in exchange for the duty on salt which comes by way of Poseena, I should get a jaghire, so that in future I should receive no hindrance.

2. After the arrangements about the salt are completed, should any one bring salt from Marwar *via* Poseena and other places into my State, and if such person is arrested by Sircar's men and handed over to me, I will put under attachment the carts or bullocks on which such salt may be, and have it sold by auction, and divide the proceeds into three shares, of which one share will be given to the person who gave the news thereof, and one share will be given to the sepoys of the Sircar's Chowkee and to the Karkun, and half of one share to the Talookdar in whose territory the capture is made, and the balance will be taken by my State, and beyond this the Sircar will not be troubled in the matter.

3. After these arrangements are made, and six months after a proclamation has been promulgated that salt from Marwar is not to be brought into my territory ; if any Sircar's official informs me that there is such salt from Marwar in any one's house or shop or other place in my State, I will attach and have it sold by auction, and the amount derived from the sale will be disposed of as laid down

\* S. O. in the 2nd paragraph ; but if before the six months has\* expired any one informs me

that either in his house or shop there are a certain number of maunds of salt, and that he is not able to sell it within the six months, then should purchase it at the rate obtaining then, if not then a Sunnud should be given to the owner permitting him to sell the salt, and after it has been sold the Sunnud should be taken back.

4. The inhabitants of my talooka obtain Marwar salt at a low price, and when that is put a stop to in case salt at an equally low rate cannot be obtained from the Sircar's salt pans. My subjects are not rich, so the Sircar should fix a price and enable them to obtain salt from the Sircar's salt pans at about the same low rate they at present get the Marwar salt at, so that they may not feel aggrieved or suffer loss.

In order to assist the Sircar in making the arrangements for the prevention of salt passing into my State from Marwar I have written as above, therefore if arrangements are made in accordance with what is written above then I acquiesce, therefore I should receive from the Sircar an agreement to the above effect, and I will make arrangements as above about the salt.

EDUB.

28th October 1861.

TRANSLATION of a LETTER from MAHARAJA JOWAN SINGHJEE of EDUR to  
CAPTAIN J. BLACK, POLITICAL AGENT

After compliments.—Your letter of the 22nd May last on the subject of the exclusion of Marwar salt I received, and I replied thereto on the 24th idem, on which you again wrote to me on the 26th idem, and to that letter I replied on the 2nd ultimo ; after that my Karbaree Kevulram and Sirdar Thakoor Urjan Singjee being with you at Sadra, you requested them to ascertain the price at which I required the salt should be sold by Government, so as to be cheap enough for the

Edur Sunsthan ryots: on this, Karbaree Kevulram and Thakoor Urjan Sing  
 represented to you that I had on a previous  
 \* 28th October 1861.  
 occasion presented a yad \* and that if

Government were to give the salt at Anwurpore gratis even, it could not be supplied at a rate such as would suit the Edur ryots, but that the salt should be supplied at the rate of one anna per (Bengal) maund, to which you replied that you wished me to put in writing what terms I wished for the information of Government. My reply is as follows:—

1. You informed me at Edur that Government had sanctioned compensation to me at the rate of Rupees 1,600 per annum, provided I should agree to exclude Marwar salt, but I, from the first, informed Major Whitelock that I required a jaghire of that value, on which that gentleman wrote to the Dufturdar, Mr. Heera Lall Balcrishna (then at Edur), to inform me that when the division should take place of the co-shared villages that matter would be considered, and you also told me so; and in receiving compensation as you are aware many difficulties arise, and you are aware too that my receipts on account of dan are of a fluctuating kind, just like the revenues of a village, and should I receive compensation I might be annoyed with Government taxes, and the way to avoid all such annoyances is to give me a jaghire, therefore as before requested let a jaghire be given of the value of Rs. 1,600.

$\frac{1}{3}$  to Informer.  
 $\frac{1}{3}$  to Government servants.  
 $\frac{1}{3}$  to Maharaj of Edur.

2. I stipulate for the division of smuggled salt that may be seized according to the scale I agreed to in my yad of 28th October 1861.

3. You informed me that Government wished that all cases of smuggling should be made over to the Political Agent for disposal by him, but should any offence, such as smuggling, be committed, it should be disposed of by me if it occurs within my jurisdiction.

4. With regard to any Marwar salt which may be in the houses of my ryots after the Marwar salt has been declared contraband, I require that the provisions of the 3rd paragraph of my former yad may be observed, viz., that from the date of the proclamation excluding Marwar salt, six months may be allowed to my bunyas and others to dispose of any Marwar salt they may have.

5. Should Government give me compensation in jaghire instead of money, I agreed in my letter of the 1st June to take salt if it were given at such a price as would enable the ryots to purchase it at the same rate as Marwar salt, but to please Government and on condition that the price shall never be raised, and that sufficient salt be given at that price for all the inhabitants of my Sunsthan, on my order to the person in charge of the salt work, and on condition that Government give me a Sinnud granting me these conditions, I agree to take salt at one anna per Bengal maund.

EDUR,

The 2nd July 1862.

TRANSLATION of a LETTER from the RANA of DAUNTA to MAJOR WHITE-LOCK, POLITICAL AGENT, MAHEE KHANTA, dated the 20th February 1857,—No. 341.<sup>1</sup>

After compliments.—On receipt of your letter No. 4245, dated the 15th November 1856, and other letters Nos. 4326, 53272, and 473, on the subject of putting a stop to salt being brought from Byatra and Bakeysir through my taluka and of my relinquishing my right to take the duty on this salt on receiving compensation in lieu of it from the Sircar, I sent to your presence my Vakeel, Narotamdas Ijatram, and I have received a letter from him, telling me what instructions he has received from you, and therefore I now write :—

*1st.* On Wallace Sahib requesting it, I had formerly furnished a statement showing the receipts on account of revenue from duty on salt for 15 years from 1892 to 1905 Sumbut. After this at your request a statement showing receipts of revenue on the same account from 1908 Sumbut to 1911 Sumbut was sent to you.

From the improvements in the roads and better arrangements for the safety of travellers, the receipts for the four years are considerably larger than those for the 15 years, which will be perceived by you, and I am hopeful that through proper arrangements the revenue in every way will be increased, so that to relinquish my right to take the duty on this salt and to take in exchange a fixed sum is not what I wish to do at all, but as it is the wish of the Sircar I do not wish to oppose it, so to please the Sircar I agree.

In the statement of the receipts for salt revenue for four years, namely, from 1808 Sumbut to 1811 Sumbut, before furnished, there is not mentioned the amount of duty on salt which the Bheels and other poor people of my talooka had been excused from paying, and if this duty were to be taken from them at any time again, they could not deny their liability to pay it, but when the Sircar fixes a certain sum as compensation, then it can neither be increased nor lessened, therefore you should take the revenue I receive on account of the duty on salt into consideration, and estimate its amount at an increased rate, but should you not be disposed thus to increase it, then for such a trifling amount I am not willing to give you trouble.

If an average is taken of the receipts on account of revenue from duty on salt for the four years from Sumbut 1908 to Sumbut 1911 it gives one of Rs. 31 per annum, for which sum I beg you will make an arrangement, and on receiving your reply I will cease from taking duty on salt, but for the sake of my subjects I feel it necessary to state as follows for your favourable consideration—that when the Palanpur Dewan and Thakoor Therad agreed to stop taking duty on salt and to receive in exchange a fixed sum, it was settled by the Sircar that they should obtain as much salt as was required for the use of their subjects from the salt pans of the Sircar, and that the price of it should be somewhat lower than the price then obtaining. I beg you will write to the Sircar and make a similar arrange-

ment for my subjects, and I am hopeful if you do thus write that the Sircar will give its consent.

Favour me with correspondence.

*Metee-Mah wad 11th War Shooker 1913 "Sahi".*

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TRANSLATION of an AGREEMENT passed by the THAKOOR of SAMEYRA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA.

Written by the Thakoor of Sameyra, Becharji Savji, as follows :—

It is the wish of the Sircar to make arrangements to prevent salt from Marwar and places of another jurisdiction being brought into the Mahee Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser, therefore in exchange for the duty on said salt, I am willing to take as compensation annually Rupees 35 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees 35, and if the Sircar makes arrangements for preventing salt from places in another jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter, I will act up to such orders.

*Shrawan wad 11th Sumbut 1917 "Shaniwar," 31st August 1861.*

SADRA.

THAKOOR BECHARJI SAVJI.

Given before me at Sadra on 31st August 1861.

C. R. WHITELOCK.

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TRANSLATION of an AGREEMENT passed by the THAKOOR of POL to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 9th September 1861.

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into and from the Mahee Kanta from Marwar and other places. I agree to the wishes of the Sircar and beg to write that no salt passes through my Putta of Pol into the Mahee Kanta from the salt pans in Marwar and places of another jurisdiction, and as it is the wish of the Sircar, I agree and write that for the future I will put a stop to any salt being taken from the salt pans in Marwar and places of another jurisdiction through my Putta of Pol into the Mahee Kanta, nor will I allow it to be brought into the Putta.

Salt is brought from Marwar and other places for the use of the people in my villages by way of Poseena Putta, and other places passing through the villages of

Edur and passing through my Putta it is taken into Meywar and Wagar and other Zillas. The duty on this and on the salt from the Sircar's salt pans passing through my Putta is received by my Darbar. A statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916 is sent. The Sircar will take this into consideration, but I wish to mention that except transit duties there is no revenue in my Putta, so if the Sircar will take this into consideration and will make an arrangement to give me compensation yearly I will agree to it, and stop taking the duty on the salt from Marwar and other places in Rajasthan which comes into this Putta through Edur and other places, and which passing through my Putta goes into Meywar, Wagar and Malwa, and will not allow it to be brought into or taken through my Putta.

In this manner if the salt from Marwar and places of another jurisdiction is stopped from being brought, you, Sir, should make arrangements for a sufficient quantity of salt for the use of my subjects to be obtained at low rate from the Sircar's salt pans.

In the above manner I have agreed and write this agreement. The Sircar therefore should order as it thinks fit, so that the order may be carried into effect.

*The 9th September 1861, Bhadarvar Sud 5th Sumbut 1917 " Warsome".*

THAKOOR LAKHMAN SINGJEE.

TRANSLATION of an AGREEMENT passed by the RAO of Pol to MAJOR WHITELock, POLITICAL AGENT, MAHEE KANTA, dated 12th September 1861..

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into the Mahee Kanta from Marwar and other places of another jurisdiction. I agree to the wishes of the Sircar and beg to write that no salt passes into my territory from Marwar and other places of another jurisdiction nor does it pass into the Mahee Kanta, and as it is the wish of the Sircar I agree and write that for the future I will not allow any traders or others to pass and repass with salt from Marwar and places of another jurisdiction through my State of Pol into the Mahee Kanta, and I will stop them from doing so.

Bunjaras and other traders bring salt from Marwar and places of another jurisdiction for the use of the people in my villages by way of the Poseena Putta, and thence through the villages of Edur, and then passing through my territory take it for sale into Meywar and other zillas, and my Darbar enjoys the revenue from the duty thereon, and I send a statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916, and after taking them into consideration whatever the Sircar orders I will agree to. Further about (800) eight hundred maund of salt are required for the people of my Putta; if the Sircar will arange that this may be obtained at a low rate from Sircar's salt pans, and give orders to that.

effect, then I will put a stop to the bringing of salt into my State from the Edur villages and to it passing from my State into the Meywar Zillas.

Should any trader avoid paying duty to the Sircar and pass through any of the villages of my State, I will have him apprehended and will hand him over to the Sircar, but should any one thus avoid paying the Sircar's duty unknown to me I must not be held responsible.

In the above manner I have agreed and write this agreement, the Sircar therefore should do as it thinks fit.

*12th September 1861, Baderwa Sood 8th Sumbut, 1917.*

"*War Geraoo.*"

*Wazeanugger.*

*THAKOORJEE NUVULSINGJEE.*

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TRANSLATION of an AGREEMENT passed by the THAKOOR of DEYROLE (WAGEYLA) to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 13th September 1861.

After compliments.—My request is that the Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me that it is the wish of the Sircar to prevent salt passing into the Mahee Kanta from Marwar and places of another jurisdiction. I agree to the wishes of the Sircar, and beg to write that no salt passes through my Putta of Deyrole to the Mahee Kanta from Marwar and places of another jurisdiction, and as it is the wish of the Sircar I agree and write for the future I will put a stop to any salt being taken by any trader, etc., through Deyrole or any of its villages into the Mahee Kanta from Marwar or places of another jurisdiction.

Salt is brought from Marwar and other places by way of Poseena Putta, and passing through my village of Radeewar is taken into the villages of Edur, and so on to Wazanagar and Pal, and it is also used by the inhabitants of my Putta.

For the salt which comes from places in other Rajasthan and passes through Radeewar I obtained a light duty, but I keep no account of it; however the receipts per annum are about Rupees (51) fifty-one. If the Sircar will take this and the fact that about (900) nine hundred maunds of salt are required for my subjects into consideration, and that you will make arrangements for me to obtain salt at low rate, I will stop taking duty on and prevent the salt being brought through my taluka into Edur and other zillas from Marwar and places in another jurisdiction by way of Poseena Putta.

Further should it come to my knowledge that any one is attempting to avoid paying the Sircar's duty and is taking away salt, I will have him apprehended,

and will hand him over to the Sircar, but should any one thus avoid paying the duty unknown to me then I must not be held responsible.

In the above manner I have agreed and write this agreement. The Sircar therefore should do as it thinks fit ; this is my request.

*13th September 1861, Baderwa Sood, 9th Sumbut 1917.*

“ War Shukar.”

“ Deyrole.”

THAKOORJEE MOHOBATSINGJI,

SUBULSINGJI.

TRANSLATION of an AGREEMENT passed to CAPTAIN BLACK, POLITICAL AGENT,  
MAHEE KANTA, by the THAKOOR of DEYGAMRA, dated—April 1862.

Written by Jessji Katooji Patwee Kooer of Thakoor Katooji Ujumji of  
Deygamra in behalf of the said Thakoor as follows :—

It is the wish of the Sircar to make arrangements to prevent salt from Mewar and places of another jurisdiction being brought into the Mahee Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser as to the duty on the said salt, therefore in exchange for this duty I am willing to take compensation annually Rupees 10 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees (10) ten, and if the Sircar makes arrangements for preventing salt from places in another jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter I will act up to such orders.

*Chairor Wad, Sumbut 1918, April 1862.*

WAR.

EDUR.

In behalf of THAKOOR KATOOJI UJUMJI  
KOOER JESSINGJI KATOOJI,

Witness.

PATEL ABECHAND SHAMBOO of JOTANA,

PATEL DWARKA PUNJA of JOTANA.

J. BLACK.

## No. XIII.

ADOPTION SUNNUD granted to the RAJA of IDAR,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements, which record its obligations to the British Government.

FORT WILLIAM ;

CANNING.

*The 11th March 1862.*

A similar Sunnud was granted to Rajpipla.

## No. XIV.

TRANSLATION of an AGREEMENT between the EDUR STATE and the BRITISH GOVERNMENT,—1874.

The following are the Articles of Agreement between the Edur Durbar and the British Government.

The river Hathmatee is near Ahmednuggur. The Honourable Government's Order No. 3509, dated 16th December 1868, in the matter of the canal from it, has been received. It is directed therein that the consent of the Maharaja of Edur should be obtained to the construction of a weir in the river, and of a canal through the Edur limits. The undermentioned agreement has been passed in the matter :—

1. In the plan\* there is the red line D C, showing the site on which the weir is to be built in the river. It should be built there. The Engineer first searched for a site for constructing (a weir on) and found out the aforesaid site. It is on the east and at the distance of about 350 feet.

2. By building the weir on the above-mentioned site D C, the whole of the water of the river will be confined, and the inhabitants of Moujey Parbuda and

\* Not reproduced.

other villages within the jurisdiction of Edur and the Sabar Kanta villages which are situated along the bank of the Hathmatee river until its junction with the Sabar river, will not get water for drinking and for irrigating their land with. Government have therefore agreed to keep an outlet for water on one side of the weir, in order that people may get water for drinking and irrigating their land with, in view to cultivate the same.

3. The Karbaree of the Edur Durbar stated certain objections to the building of the canal from near the town of Ahmednuggur. Government thought that it would be better if the canal within the limits of Edur be excavated agreeably to the Durbar's wishes. Thereupon the Karbaree of the Edur Durbar expressed his desire to have the canal built from another site and showed the same in the plan. When an enquiry was made about that line, it was found that the building of the canal in that line was highly objectionable, and that therefore it could not be built. Afterwards one line was fixed for the construction of the canal. It is shown under C, E, F in the plan, and the line in which it was first proposed to build, the canal joins it. From thence the mark from F to G is made in the plan. The Edur boundaries continue as far as that. The Engineer had first fixed this site. Edur boundaries terminate at the mark G.

4. The line of the site for the land shown above is from north to south. There are roads crossing the line (between the two points). In order that the said roads may not be interfered with, it has been decided to construct three bridges over them. The sites of the bridges will be determined by the Political Agent and the Engineer. The bridges will be constructed at the expense of Government.

5. Water will be supplied from the canal during twelve months in the rubbee, khareef, and huree seasons to the land under the jurisdiction of the Durbar, in the same manner in which it has been decided to supply water to the cultivators of the villages belonging to Government. No huck or allowance will have to be paid to Government for taking the water. But as regards the quantity of water to be given, it is to be stated that the cultivators of the villages under Edur will be allowed to take water in the same proportion in which those under Government will be allowed to take water for their land.

6. Owing to the construction of the weir, water will accumulate for certain miles in the river. The people will therefore find it difficult to ford the river, and the cultivable land in the river will be submerged under water, in consequence of which loss will be sustained. With reference to this, Government have agreed that so long as the river is unfordable, that is to say, until the river is filled up with sand and kuruss (mud ?) and becomes fordable as now, a double boat capable of conveying men, cattle, carts, &c., &c., will, as written by the Political Agent, be maintained at the expense of Government. By this means the inconvenience felt by passengers in going and coming will be removed.

The cultivable land in the river will, owing to the weir, be submerged under water; the produce of the said land will be taken into consideration. An average thereof will be taken, and compensation for the proportionate amount that may be found for one year will be paid annually by Government, and thus until:

land by the kuruss (mud ?) and sand being dried is hardened and becomes as it is now, Government will pay compensation until that time.

7. By the construction of the weir, as mentioned above, in the river there will be an accumulation of water therein. The cultivators under Edur have a right to convey water therefrom to raise crops on their lands. But in what manner and quantity should water be taken ? The provision about taking water from the canal as stated in the preceding 5th paragraph will be allowed to be taken in accordance therewith.

8. If, in consequence of the construction of the weir in the river as stated above, the river is much flooded and loss is thereby occasioned, compensation for as much loss as may be caused will be paid by Government. If peradventure the river be flooded to such an extent as to oblige the inhabitants of Dhanda and other villages on its banks to remove their houses, &c., the loss will be made up by Government according to the estimate thereof framed by the Engineer.

9. A place will be required for the residence of the Engineer. The Durbar will give ground bighas 5 (five) for it without taking any price. Government will pay the cost of the bungalow or any other building which may be required to be erected thereon.

10. Land one hundred yards wide within the limits of the Edur Sansthan has been given for the canal. As shown in the plan the length of the land commencing from the mark C on the south side of the Hathmatee river extends as far as the mark G. The Political Agent or the Assistant Political Agent in charge of Edur is authorized by the Edur Durbar to require into and determine any revenue or criminal case that may arise within the aforesaid locality, and the British Government has consented to this delegation of authority and the exercise thereof by the Political Agent and the Assistant Political Agent in charge of Edur, agreeably to such orders as may from time to time be issued by His Excellency the Governor in Council of Bombay.

*Dated Sansthan, Edur, 20th July 1874.*

MAHARANEEJEE HALEEJEE SA.

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No. XV.

*2nd November 1881.*

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of IDAR.

Whereas the villages specified in the schedule hereto annexed and situated in the Ahmedabad Collectorate in the Presidency of Bombay have been since the year 1818 A.D. and now are part of British India, but the Idar State has received a share of the revenue of the said villages ; and whereas a certain annual

sum of Rs. 1,600 is payable by the British Government to the said State as compensation for the loss of certain salt dues on the Marwar frontier of the said State which were relinquished by the said State at the request of the said Government ; and whereas the said Government and the said State, being desirous of separating their interests in the revenues of the said villages and providing for payment of the compensation payable as aforesaid, have agreed that the said State shall grant and transfer to the said Government its share in the revenues of the villages specified in Part A of the said schedule, and that the said Government shall cede and grant to the said State the villages specified in Part B of the said schedule ; and whereas the Secretary of State for India in Council has, by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India, sanctioned the cession of the villages specified in Part B of the said schedule.

Now it is hereby witnessed that—

1. His Highness the Maharaja of Idar doth hereby grant and transfer to the Governor-General of India in Council all his rights, interests and share to and in the revenues of the villages specified in Part A of the schedule hereto annexed.
2. The Governor-General of India in Council, with the sanction hereinbefore recited, doth hereby cede and grant to His Highness the Maharaja of Idar, his heirs and successors, the villages specified in Part B of the schedule hereto annexed, to hold the same on the terms and subject to the rules and conditions on which he holds the rest of his territory ; and the said villages shall cease to be part of British India, and shall become part of the Idar State on and from the second day of November 1881.
3. His Highness the Maharaja of Idar doth hereby for himself, his heirs and successors, promise and agree that he and they will respect and protect all existing rights in the villages hereby ceded and in particular the rights of the Thakor of Gabat in the village of Gabat.

And whereas the Thakor of Man is at present in possession of the share in the revenues of the village of Punsri (being one of the villages specified in Part A of the schedule hereto annexed), which share has been hereby transferred by the said State to the said Government. And whereas such share is valued at Rs. 742 per annum, and it is desirable that the said State should compensate the Thakor for the loss of the said share.

4. It is hereby agreed that the said State shall grant to the Thakor of Man in lieu of the share in the revenues of the village of Punsri, of which he is at present in possession, land yielding an annual revenue of not less than Rs. 742 in some village in the said State convenient to both parties. And whereas the amount of revenue to be received annually by the said State under the cession of territory hereby made to it will exceed by the sum of Rs. 672 per annum, the amount now annually payable to the said State on account of its share in the villages mentioned in the said schedule and of the compensation hereinbefore referred to, and it is desirable that some arrangement should be made for the annual payment by the said State to the said Government of the said excess sum of Rs. 672.

5. It is hereby agreed that the said Government shall, without regard to the amounts actually collected from any of the said villages, deduct annually the sum of Rs. 672 from the compensation payable by the said Government to the said State for the suppression of its transit duties, and the sum so deducted shall be taken by the said Government in payment of the said excess sum of Rs. 672.

MAHI KANTHA AGENCY,  
CHARLES WODEHOUSE, *Major,*  
*Political Agent, Mahi Kantha.*

MAHARANI SHRI JALIJI,  
for *His Highness the Maharaja of Idar.*

AT CAMP IDAR;  
*The 2nd November 1881.*

RIPON,  
*Viceroy and Governor-General of India.*

This agreement was ratified by the Governor-General of India in Council at Calcutta on the 6th day of December A.D. 1881.

CHARLES GRANT,  
*Secretary to the Govt. of India,*  
*Foreign Department.*

### SCHEDULE.

Being accompaniment to agreement between the British Government and His Highness the Maharaja of Idar, executed on the 2nd November 1881, between Major Charles Wodehouse, Political Agent, Mahi Kantha, on behalf of the former, and Maharani Shri Jaliji, mother of the present Maharaja, on behalf of the latter.

### PART A.

*Names of villages the rights, interests and share belonging to the Idar State to and in the revenues of which, are granted and transferred to the Governor-General of India in Council by His Highness the Maharaja of Idar, for himself, his heirs and successors.*

- |                |                    |
|----------------|--------------------|
| 1. Modasa.     | 4. Umed-ni-Muvadi. |
| 2. Harsol.     | 5. Gulab-ni-Muvadi |
| 3. Gambhirpur. | 6. Sultanpur.      |
| 7. Punsri.     |                    |

## PART B.

*Names of villages ceded and granted to His Highness the Maharaja of Idar, for himself, his heirs and successors, by the Governor-General of India in Council with the sanction of the Secretary of State for India in Council by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India.*

1. Gabat.

3. Bayar.

2. Wanad.

4. Choula.

CHARLES WODEHOUSE, *Major,*  
*Political Agent, Mahi Kantha.*

MAHARANI SHRI JALJI,  
*for His Highness the Maharaja of Idar.*

## No. XVI.

OPIUM AGREEMENTS of the STATE of IDAR and the THAKUR of TINTOI,—1883.

TRANSLATION of a LETTER from MAHARAJA DHIRAJ SHREE KESARISINGJI, of SANSTHAN, IDAR, to LIEUTENANT-COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI KANTHA, No. 1562, dated the 15th November 1883.

After compliments.—With reference to your letter No. 2036, dated the 10th November 1883, I have this day sent (to you) a letter in English No. 174, and do hereby pass the following agreement to be attached thereto, consisting of 5 articles, in accordance with the draft supplied by you.

1. I shall not cultivate poppy nor allow it at all to be cultivated within the boundaries of my sansthan.
2. I shall purchase opium for my own consumption and for that of the people of my sansthan under a license from the Political Agent, Mahi Kantha, from either Bombay, Malwa, or such other place as Government may from time to time appoint in this behalf.
3. I shall allow opium to be sold at the same rate at which it may, from time to time, be sold in the Government districts, and shall never allow it to be sold at a cheaper price.
4. I shall not allow the importation into my sansthan of smuggled opium, i.e., opium on which the Government duty has not been paid. Government has, in consideration of the above, granted to my sansthan a remission of the duty payable to it (Government). But if I fail to act up to the above conditions, Government may cancel the grant.

5. I shall without fail submit every six months, in the form prescribed by Government, a statement showing the quantity of opium purchased and sold, the balance remaining in hand, &c., and shall cause accounts thereof to be kept in the form prescribed by Government.

I send this agreement, meaning to act in accordance with the conditions written above.

KESRISINGJI,

*Maharaja, Sansthan, Idar.*

SIMLA ;

*The 15th November 1883.*

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TRANSLATION of a LETTER from DEEPSINGJI DOLATSINGJI, THAKOR of TINTOI to LIEUTENANT-COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI KANTHA, No. 1563, dated the 3rd November 1883.

In the year 1878 British Government made agreements with regard to the non-cultivation of poppy and other matters with all the Talukdars in Mahi Kantha and those of the Idar State, both on and near the (British) frontier. At that time, as I was a minor, Tintoi was under the management of the British Government and therefore no agreement was then made with me. But the said arrangement was applicable to Tintoi. This arrangement has hitherto been carried into effect. But now, I having attained majority, the charge of my State has been made over to me by the Agency. I therefore hereby pass the following agreement with regard to (the cultivation of) opium—

1. I shall not cultivate poppy, nor cause it to be cultivated, nor allow others to cultivate it, within the limits of my (Taluka).

2. I shall purchase and import opium required for my own use as well as for that of the people of my Taluka under a license from the Political Agent, Mahi Kantha, from Bombay, Malwa, or such other place as Government may appoint in this behalf.

3. I shall sell opium, and cause and allow it to be sold, at the same rate at which it may, from time to time, be sold in the Government districts, and shall never sell it nor cause or allow it to be sold at a cheaper rate.

4. I shall not import nor allow the importation of smuggled opium, i.e., opium on which the Government duty has not been paid. Neither shall I allow such opium to pass through my Taluka. Government have in consideration of the above granted to me a remission of the duty payable to them. But if I fail to act up to the above conditions, Government may cancel the grant, and no complaint made by me in that matter may be entertained.

5. I shall without fail submit every six months or otherwise, as Government may from time to time direct, a statement in such form as may be prescribed by Government, showing the quantity of opium purchased within the limits of my

(Taluka) and the balance remaining in hand, and shall also supply such information as may from time to time be called for by Government in connection with offences relating to opium committed within the said limits.

I accept the above agreement.

THAKOR DEEPSINGJI.

TINTOI;

*The 3rd November 1883.*

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### No. XVII.

FORM of ARTICLES of AGREEMENT for leasing the ABKARI REVENUE of the GHODASAR and HALDARWAS TALUKAS of the Mahi Kantha to the BRITISH GOVERNMENT for a term of five years and one month from the 1st July 1889 to the 31st July 1894.

Whereas it is considered desirable to place the administration of Abkari revenue of the Ghodasar and Haldarwas Talukas on the same footing as the administration of the abkari revenue of the British Collectorate adjoining the said Talukas which has recently been improved in accordance with the provisions of the Bombay Abkari Act, 1878; and specially with a view to prevent injury to the abkari revenue of either the Collectorate or the Ghodasar and Haldarwas Talukas, by illicit manufacture of liquor or by the smuggling of liquor from one territory into the other, the following articles have been agreed on between ..... the Talukdar of Ghodasar and Haldarwas, on behalf of himself, his heirs and successors on the one part and ..... Political Agent, Mahi Kantha for the time being on behalf of the British Government on the other:—

#### ARTICLE I.

.....engages that the law of the Ghodasar and Haldarwas Talukas shall be the Bombay Abkari Act, 1878 or any law which may hereafter be substituted for that Act in the Bombay Presidency.

#### ARTICLE II.

In order that the new system of Abkari administration in the Ghodasar and Haldarwas Talukas may be effectively organized on the principles of the Bombay Abkari Act.....engages hereby to farm the entire abkari revenue of the said Talukas to the Bombay Government for a term of five years and one month, from the 1st day of July one thousand and eight hundred and eighty-nine to the 31st day of July one thousand eight hundred and ninety-four in consideration of an annual payment of Rs. 2,450 two thousand four hundred and fifty (being the average of the total abkari revenue of the Ghodasar and Haldarwas Talukas for the years Samvat 1939 to 1943 A.D. 1882-83 to 1886-87 plus a little more than 25 per cent. in consideration of any possible increase of revenue during the term of the lease). This sum to be paid in equal half-yearly

instalments of Rs. 1,225 each on the 10th January and the 10th July in each year, except that the first instalment payable on the 10th January 1890 shall be one of Rs. 1,429-2-4 being the amount for seven months from 1st July 1889 to 31st January 1890. (Note.—The lease includes the right of taxing spirit and toddy and of controlling and licensing the manufacture and sale thereof).

### ARTICLE III.

During the term of the farm the administration of the abkari revenue of the Ghodasar and Haldarwas Talukas will be conducted by such officer as Government may appoint on the following principles :—

- (a) The rates of taxation of liquor in the Ghodasar and Haldarwas Talukas and in the Kaira Collectorate to be equivalent.
- (b) Such reasonable facilities for obtaining a supply of liquor for consumption are to be offered to the people of Ghodasar and Haldarwas Talukas as are offered to the people of the Kaira Collectorate.
- (c) The retail selling price of liquor to be the same in the Ghodasar and Haldarwas Talukas and in the Kaira Collectorate, so as to remove any inducement to the people of one territory to consume liquor sold in the other territory on account of its being cheaper.

### ARTICLE IV.

But during the term of the farm, the officers appointed by Government will consult.....regarding the details of abkari administration, such as the number and position of liquor shops, the persons to receive retail licenses and the like, and will consider the wishes of.....on such points.

### ARTICLE V.

It is understood that the farm conveys to the Government of Bombay no right of ownership in palm and other toddy producing trees or in the land on which they stand. But the Government of Bombay may levy a tax on such of those trees as may be licensed to be tapped for extraction of toddy.

### ARTICLE VI.

On his part.....engages cordially to co-operate in carrying out the provisions of the Abkari Law and Rules, and to do his best by himself, his heirs and successors and by his subordinate officers to prevent all illicit possession, manufacture, sale and transport of liquor, or of the materials or implements used for its manufacture, in accordance with the provisions of the said Act and of any rules which may be made under it.

### ARTICLE VII.

.....further engages during the term of the farm to abstain from levying any tolls, octroi or any duty or import whatever, on liquor manu-

factured in or imported into or exported from the Ghodasar and Haldarwas Talukas, under permit, or transported under permit from one place to another within the said Talukas, or on any materials brought into the State for the manufacture of liquor.

#### ARTICLE VIII.

It is understood that all offences against the Abkari Law will be cognizable under section 31 of the Abkari Act, by the ordinary State criminal courts in the same manner as other offences are cognizable.

#### ARTICLE IX.

During the term of the farm the abkari accounts of the Ghodasar and Haldarwas Talukas will be kept separately from those of the Kaira Collectorate, and an annual account will be given to.....for information.

#### ARTICLE X.

At the conclusion of the term of the farm, the farm will at the option of Government be renewable on the same terms for a further period of five years. If Government do not exercise such option, the management of the abkari revenue of the Ghodasar and Haldarwas Talukas will revert to.....

#### ARTICLE XI.

After the reversion to.....of the management of the abkari revenue of the Ghodasar and Haldarwas Talukas, on the expiration of the present or renewed period of the farm.....engages on behalf of himself, his heirs and successors thereafter to conduct the administration of it in accordance with the principles laid down in the preamble of this agreement, *viz.*—

to maintain the same Abkari Law and Rules as may be in force in the neighbouring collectorate,

to impose rates of taxation on liquor equivalent to those in force in the Kaira Collectorate, so to manage his revenue that injury shall not be caused by it to the abkari revenue of the Kaira Collectorate and to make his arrangements in consultation, when necessary, with the Political Agent, Mahi Kantha, for the time being, with this view.

Provided always that this article does not bind.....to any arrangements injurious to the legitimate interests of his estate or revenue, and that it is understood that the abkari revenue of the Kaira Collectorate will, in like manner, be so managed as not to cause injury to the legitimate abkari revenue of the Ghodasar and Haldarwas Talukas.

This agreement agreed to at.....the.....day of.....one thousand eight hundred and eighty-nine.

*Political Agent, Mahi Kantha.*

*Signature and designation of the Talukdar.*

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

*Secretary to the Govt. of India,  
Foreign Department.*

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No. XVIII.

DEED executed by the THAKOR of KATOSAN ceding to the BRITISH GOVERNMENT CIVIL and CRIMINAL JURISDICTION over the land of JHOTANA required by the MEHSANA-VIRAMGAM RAILWAY,—1891.

FROM

THAKOR SHRI KARANSINGJI,  
TALUKA KATOSAN,

To

THE POLITICAL AGENT,  
MAHI KANTHA.

*After compliments :*

By this agreement I give to the British Government all Civil and Criminal jurisdiction short of sovereign rights, and all powers necessary for the exercise of those so given, in respect of such land of Jhotana as has been taken up or may hereafter be taken up for the Mehsana-Viramgam Railway line and the Stations and other buildings attached thereto.

KARANSINGJI,  
*Thakor Shri, Katosan State.*

KATOSAN ;

*The 17th June 1891.*

## No. XIX.

CESSION by HIS HIGHNESS the MAHARAJA of IDAR to the BRITISH GOVERNMENT of full Civil and Criminal JURISDICTION over the lands in the State occupied by the AHMEDABAD-PRANTIJ RAILWAY,—1896.

FROM

His HIGHNESS KESRISINGJI, K.C.S.I.,  
MAHARAJA, IDAR STATE,

To

P. S. V. FITZ GERALD, Esq.,  
POLITICAL AGENT, MAHI KANTHA.

*Dated Idar, 22nd January 1896.*

MY DEAR FRIEND,

In reply to your letter No. 260, dated 20th instant, I have the pleasure to inform you that whenever called upon to do so, I will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the Railway line from Ahmedabad to Ahmednagar including stations and out-houses and any additional lands that may hereafter be required *bona fide* for such purposes, to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

I remain,

Your sincere friend,

KESRISINGJI,  
*Maharaja, Idar State.*

NOTE.—The agreement itself is not forthcoming.

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No. XX.

AGREEMENT between the POLITICAL AGENT, MAHI KANTHA, acting under the authority of HIS EXCELLENCY THE GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and HIS HIGHNESS SIR KESRISINGJI, K.C.S.I., MAHARAJA of IDAR, on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the IDAR STATE,—1896.

Whereas in accordance with the existing relations between the British Government and the State of Idar, the cultivation of poppy and the manufacture of

opium are prohibited in the limits of the Idar State and no opium may be consumed in the said Idar State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay ; and whereas in consideration of the covenants on the part of the Idar State, hereinafter contained, the British Government has agreed to relinquish the whole amount of the said duty on all opium that shall be hereafter conveyed into the said Idar State for consumption therein in accordance with the said covenants.

2. His Highness Sir Kesrisingji, K.C.S.I., Maharaja of Idar, hereby agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(a) by direct importation from Malwa and Rajputana ; or

(b) by purchase in Bombay ; or

(c) by purchase at any convenient opium depot of the British Government ; and that all opium so procured shall be imported into, transported through or exported from British India as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary ;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier ;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants ;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Ahmedabad and Kaira ;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorised to sell it in the British district of Ahmedabad and Kaira ;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Ahmedabad and Kaira ;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207 dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of the Mahi Kantha Agency in such form as the Governor in Council of Bombay shall, after consulting the Idar State, from time to time, prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as His Highness Sir Kesrisingji, K.C.S.I., duly fulfils the foregoing covenants, the whole amount of the duty payable to the British Government on any opium conveyed into the territory of the Idar State in accordance with the relations between the British Government and Idar as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Idar State.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness Sir Kesrisingji, K.C.S.I., from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Idar this tenth day of June 1896.

*Maharaja of Idar.*

*Acting Political Agent in the Mahi Kantha.*

Similar agreements were made with most of the other Chiefs in the Mahi Kantha Agency.

## No. XXI.

AGREEMENT executed by HIS HIGHNESS the MAHARAJA of IDAR for the cultivation and control of sale of HEMP and INTOXICATING DRUGS in the State,—1904.

No. 354 of 1904.

FROM

HIS HIGHNESS THE MAHARAJA OF IDAR,

To

P. S. V. FITZ GERALD, Esq.,

POLITICAL AGENT, MAHI KANTHA.

*Ahmednagar, 23rd March 1904.*

MY FRIEND,

I have the honour to inform you that I agree to observe the following conditions with regard to the use of Hemp Drugs in my State in future :—

1. That cultivation of hemp shall be entirely prohibited in the State.
2. That the hemp drugs from time to time required for consumption in the State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay, the importation to be regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay.
3. That the State will adopt such measures as shall from time to time appear to the British Government to be necessary for effectively preventing any export and any illicit import of hemp drugs across their frontiers.
4. That the sale of intoxicating drugs within the State shall henceforward be conducted by licensed vendors only.
5. That intoxicating drugs shall not be supplied by the State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time *plus* cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Akbari to be the approximate wholesale market price (ex-duty) of the drug.
6. That no licensed vendors in the State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and cost price referred to in clause 5 above.

7. That the system of taxation and control of hemp drugs in the State shall be henceforward assimilated in its general features to that in force in the neighbouring British Districts and that the State will hereafter from time to time adopt and enforce any change made in the British system in this connection, which the Governor in Council of Bombay shall, in the interest of the British intoxicating drugs revenue, desire them to adopt and enforce.

8. That the State will furnish every half year on the 1st February and 1st August to the British Political authorities of the State with accurate accounts of intoxicating drugs transactions of the State in such form as may from time to time be prescribed by the Commissioner of Abbkari in consultation with the Political Agent concerned.

9. That so long as these conditions are fulfilled the British Government will refund to the State three-fourths of the quantitative duty paid on the drugs exported to the State.

I have the honour to be,

Your sincere friend,

PRATAPSING,

*Maharaja, Idar State.*

Similar agreements were executed by the Chiefs and Talukdars of the Mahi Kantha Agency as shown in the list below :—

- |               |               |
|---------------|---------------|
| 1. Idar.      | 12. Katosan.  |
| 2. Polo.      | 13. Ilol.     |
| 3. Danta.     | 14. Ambliara. |
| 4. Malpur.    | 15. Valasna.  |
| 5. Mohanpur.  | 16. Vasna.    |
| 6. Varsoda.   | 17. Sudasna.  |
| 7. Pethapur.  | 18. Magodi.   |
| 8. Ranasan.   | 19. Vadagam   |
| 9. Punadra.   | 20. Sathamba  |
| 10. Khadal.   | 21. Kadoli.   |
| 11. Ghodasar, | 22. Hapa.     |

23. Mansa.

## No. XXII.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA DHIRAJ MAJOR-GENERAL SIR PRATAP SINHJI BAHAUDUR G.C.S.I., K.C.B., LL.D., MAHARAJA OF IDAR, for the effective CONTROL and DISCIPLINE of the IDAR IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of the IDAR STATE,—1909.

Whereas His Highness Maharaja Dhiraj Major-General Sir Pratap Sinhji Bahadur, G.C.S.I., K.C.B., LL.D., A.-D.-C. to His Imperial Majesty the King-Emperor, Maharaja of Idar, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that Imperial Service Troops of the Idar State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the Combined Forces, and subject to the like discipline and control as the officers and soldiers of His Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British Officer should be appointed to command any Corps of Imperial Service Troops, though British Officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Maharaja Major-General Sir Pratap Sinhji Bahadur of the Idar State of the other as follows, namely :—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or Force in which they are employed, and such officer, by virtue of this agreement, shall be authorised to administer in respect of the said troops, so serving, the Military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts and to issue all such orders and to pass all such judgments and sentences and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Idar State, when the said troops are serving within the territorial limits of the said State, provided always that the execution of every sentence so passed in British Territory shall be carried out under the orders of His Highness the Maharaja of Idar or some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with His Majesty's Forces, the said His Highness Maharaja Major-General Sir Pratap Sinhji Bahadur of Idar has embodied in the disciplinary laws of his State, applicable to the said Imperial Service Troops when employed on Active Service, either within or without British India, the provisions *mutatis mutandis* of the Indian articles of War for the time being in force. The due application and enforce-

ment of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or Force aforesaid.

PRATAP SINHJI,

*Maharaja of Idar.*

23-6-09.

AHMEDNAGAR,

8th April 1909.

H. D. MEREWETHER, Lt.-Col.,

*Political Agent, Mahi Kantha.*

SADRA,

28th June 1909.

Approved and confirmed by the Government of India ;

By Order,

S. H. BUTLER,

*Secretary to the Govt. of India,  
Foreign Department.*

SIMLA,

5th October 1909.

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No. XXIII.

DEED executed by HIS HIGHNESS the MAHARAJA of IDAR ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the State occupied by the AHMEDABAD-PRANTIJ RAILWAY,— 1911.

I, Major Dolatsinghji, Maharaja of Idar, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Idar Road-Brahma Khed Extension of the Ahmedabad-Prantij Railway (including all land occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

DOLATSINGH,

*Maharaja of Idar.*

AHMEDNAGAR,

September 1911.

## No. XXIV.

AGREEMENT executed by RAWALJI SHRI DIPSINGJI of MALPUR assigning to the BRITISH GOVERNMENT the management of the ABKARI REVENUE of the Taluka,—1912.

To

MAJOR N. S. COGHILL,  
POLITICAL AGENT, MAHI KANTHA.

## CLAUSE 1.

I, Rawalji Shri Dipsingji of Malpur, agree that the management of the Abkari revenue of my Taluka shall be carried on in accordance with the Bombay Abkari Act of 1878, or any other enactment which may hereafter be introduced in its stead into the Bombay Presidency.

## CLAUSE 2.

In order that the Abkari administration of the said Taluka may be carried on in accordance with the provisions of the Bombay Abkari Act, I, Rawalji Shri Dipsingji of Malpur, agree to assign the management of the Abkari revenue of my Taluka for three years commencing on 1st October 1912 and ending on 30th September 1915 and to accept in consideration thereof a yearly compensation of Rs. 4,821-9-6, rupees four thousand eight hundred and twenty-one annas nine and pies six only, the amount so fixed being made up of the average of the liquor revenue in cash together with the value of the liquor received by the Darbar for its own use during the past five years *plus* a sum equal to 25 per cent. of the same on account of prospective increase of revenue during the term of the lease. I am to receive the said amount in two instalments of Rs. 2,410-12-9, rupees two thousand four hundred and ten annas twelve and pies nine only, each payable on 10th April and 10th October every year, the first payment under this agreement to fall due on the 10th April 1913.

*Explanation.*—The lease mentioned in this agreement includes the right to levy duty on all liquor and the right to grant permission for the import, export, transport, manufacture and sale of the same and to make inspection.

## CLAUSE 3.

The management of the Abkari revenue of the said Taluka during the term of the lease shall be carried on by officers appointed by the Government of Bombay subject to the following rules :—

- (a) The rate of duty on and the maximum retail selling price of liquor in the said Taluka shall, so far as practicable, be uniform with, and shall in no circumstances exceed the rate of duty and the maximum retail

selling price, respectively, in the adjacent portion of the Ahmedabad or Kaira District as the case may be or in any adjacent State or Taluka the Abkari rights in which have been leased to the British Government.

(b) The facilities for the supply of liquor for the use of the subjects of the said Taluka shall be similar to those in the Ahmedabad District.

#### CLAUSE 4.

But in matters relating to Abkari management such as the determination of the number and sites of liquor shops, the selection of retail sellers, etc., the Officers appointed by Government shall, during the term of the lease, consult me, Rawalji Shri Dipsingji of Malpur, (of the said Taluka) and pay regard to my wishes.

#### CLAUSE 5.

I, Rawalji Shri Dipsingji of Malpur, agree heartily to render assistance in the matter of giving effect to the Abkari Act and rules and also agree on behalf of myself, my heirs and successors and my subordinate officers, to render every possible assistance in preventing the illegal import, export, transport, possession, manufacture and sale of liquor under the same Act and the rules made thereunder and the possession of materials and implements for the manufacture of such liquor.

#### CLAUSE 6.

I, Rawalji Shri Dipsingji of Malpur, further agree that during the period of the lease no kind of duty or other due shall be levied by or on behalf of me on liquor imported into or exported from the said Taluka or allowed to be manufactured or transported from one place to another within the limits of the Taluka or on materials brought for the manufacture of the same.

#### CLAUSE 7.

Offences against the Abkari Act shall be dealt with by the local Criminal Court according to its powers.

#### CLAUSE 8.

During the period of the lease a separate account of the Abkari revenue of the said Taluka shall be kept and the same shall be annually furnished for the information of the Thakor of the Taluka.

#### CLAUSE 9.

At the conclusion of the present term of this agreement it shall be renewable at the option of the Government of Bombay for a further period of three years upon the same conditions as herein stipulated. On the expiry of the renewed term of the agreement or in the event of the Government of Bombay declining to exercise the option of renewal then on the expiry of the original term of three years the management of the Abkari revenue will revert to the Taluka of Malpur.

## CLAUSE 10.

I, Rawalji Shri Dipsingji of Malpur, agree on behalf of myself, my heirs and successors that in case the management of the Abkari revenue of the Taluka is restored to me as aforesaid the same shall be carried on in accordance with the following rules :—

The management shall conform to the law and rules relating to Abkari which may be in force in the Ahmedabad District.

The duty on liquor shall be the same as that which is at the time being levied in the nearest Taluka of the Ahmedabad District.

The management of the said revenue shall be so carried on as not to injure in any way the Abkari revenue of the Government of Bombay and the advice in this behalf of the Political Agent, Mahi Kantha, shall always be followed

But this clause shall not bind me Rawalji Shri Dipsingji of Malpur to make any arrangement whereby injury may arise to the lawful rights and revenue of the said Taluka, and it is presumed that the Abkari management of the Ahmedabad District and of any adjoining State or Taluka the Abkari rights of which have been leased to the Government of Bombay shall be so conducted as to cause no injury whatever to the Abkari revenue of the Taluka.

This agreement is accepted to-day the 16th September 1912 at Sadra.

J. D. RATHOD,  
for *Rawalji Shri Dipsingji of Malpur.*

Before me,

N. S. COGHILL, Major,  
*Political Agent, Mahi Kantha.*

Similar agreements were executed by the Chiefs and Talukdars of the Mahi Kantha Agency as noted below :—

- |   |  |
|---|--|
| 1. Mansa.<br>2. Mohanpur.<br>3. Katosan.<br>4. Varsoda.<br>5. Pethapur.<br>6. Ranasan.<br>7. Punadra.<br>8. Ilol.<br>9. Ambliara.<br>10. Valasna. | 11. Dabha.<br>12. Vasna.<br>13. Sudasna.<br>14. Rupal.<br>15. Magodi.<br>16. Vadaga.<br>17. Sathambam.<br>18. Ramas.<br>19. Kadoli.<br>20. Hapa.<br><br>21. Gabat. |
|---|--|

## No. XXV.

DEED executed by the THAKOR of KATOSAN ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the Taluka occupied by the DEVUSNA-BECHRAJI RAILWAY,—1923.

I, Thakor Takhatsingji of Katosan, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the State which are, or may hereafter be, occupied by the Devusna-Bechraji Railway (including all lands occupied for stations, for out-buildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

TAKHATSINGJI,  
*Thakor Shri, Taluka Katosan.*

27th July 1923.

### III.—REWA KANTHA AGENCY.

The Rulers of the Salute States of Rajpipla, Chhota Udepur, Baria, Lunawada, Balasinor and Sant in Rewa Kantha enjoy plenary jurisdiction, that is power to try for capital offences, without permission from the Political Agent, all persons in their territories except Europeans, including European British subjects, Americans, Government servants and other British subjects. All offences committed by foreigners or British subjects in the smaller States of Kadana, Bhadarwa, Sanjeli, Umetha and Jambughoda and the petty Mewasi States are tried by the Rewa Kantha Agency Courts of criminal justice of which the Political Agent's Court is the chief. This Court was established in 1842 by an order from the Court of Directors.

In 1840 the leading Chiefs of Rewa Kantha, following the example of the Gaekwar, entered into Engagements (No. XVIII) to prevent *sati*.

In 1872 British copper coinage was introduced into the States under this Agency, on the understanding that no more native coin should be issued by the States from their own mints; that only British coin should be legal tender; and that it should not be issued at a discount.

In 1885 a local corps was raised to discharge the police duties under the Agency previously performed by the Gaekwar's Contingent, which was disbanded in that year. The Rewa Kantha police was amalgamated with the police of the Panch Mahals district on the 1st April 1906.

Transit duties have been abolished throughout the Rewa Kantha States. Baria, the only State in which they continued subject, after 1872, to a limit, finally abolished them in 1892.

The circulation of the old Babashahi silver coinage was stopped in 1900, and British coinage only was declared to be legal tender in the Agency.

Until 1928 the Chiefs of Rewa Kantha were divided into different classes. This classification has been abolished.

The area of the States under the Rewa Kantha Agency is about 4,956 square miles, with a population, according to the Census of 1921, of 753,058, and a revenue estimated in 1926 at Rs. 83,85,123 in British currency.

The Chiefs pay a tribute of Rs. 24,382 to the British Government and Rs. 1,30,801 to the Gaekwar.

#### 1. RAJPIPLA.

The Chiefs of the Rajpipla State are Gohel Rajputs. The State was founded about the middle of the fifteenth century. The Raja agreed to furnish a force of horse and foot to the Muhammadan Kings of Ahmedabad, and this agreement subsisted until the time of Akbar, who imposed

a tribute of Rs. 35,556 in lieu of the contingent. On the decline of the Muhammadan power the tribute, which had been very irregularly paid, was reimposed by the Gaekwar, who gradually increased his encroachments on the independence of the State, till in 1813 the entire management was in the hands of his own officers; the net annual payments taken from the State were Rs. 92,000, and the whole revenues were collected and paid into the Gaekwar's treasury.

Ajab Singh, an imbecile Chief, who succeeded to the State on the death of his brother in 1786, died in 1803. He had attempted to disinherit his eldest son, Ram Singh, and to secure the succession of his younger son, Nar Singh; but the former was released from confinement and placed in power by the troops. From his intemperate habits Ram Singh became incapable of ruling, and in 1810 the Gaekwar invested his reputed son, Pratap Singh, and conferred on him the government of Rajpipla by a Sanad (No. IV), which the British Government agreed to guarantee. Ram Singh died a few months afterwards, and was succeeded by Pratap Singh. Nar Singh, the brother of the late Raja, however, set up his claim to succeed on the ground that Pratap Singh was not the son of Ram Singh, but supposititious and purchased by Ram Singh's wife. For four years the country was distracted by the quarrel, till, in 1815, the Gaekwar marched a force into the country, and it was agreed that the Gaekwar should conduct the administration till he had reimbursed himself for the expenses incurred, and that Nar Singh and Pratap Singh should submit their claims to investigation. The Gaekwar's efforts at a settlement were unsuccessful and the investigation was therefore undertaken by the Resident at Baroda in 1819. The enquiry resulted in the establishment of Nar Singh's claims, and the admission by the Gaekwar of his right to the succession; but, as Nar Singh was blind and incapacitated from ruling, his eldest son, Verisalji, was invested with the government and the Gaekwar relinquished his control over Rajpipla to the British Government in the same way as in Kathiawar and Mahi Kantha. A proclamation of amnesty was issued in the name of the British Government, the Gaekwar, and Verisalji, from whom an Engagement (No. VIII) was taken in 1821, binding him and his successors to act in conformity with the advice of the British Government. In 1823 the Raja engaged (No. XI) to pay annually, through the British Government, his tribute to the Gaekwar which was fixed at Siasi Rupees 65,001, equivalent to Government Rupees 56,721-2-9, and to make an annual provision of Rs. 8,400 for Surajkunvar and Pratap Singh, who resigned all pretensions to the State. The relations of the Raja to the British Government were more fully defined in another Engagement (No. XII) concluded on the 26th November 1823.

Verisalji being a minor, the British Government for some years undertook the management of the State, which was almost bankrupt. The

debts, however, were reduced to about one-third of their amount, and for their liquidation the most productive portions of the State were farmed for seven years under the British guarantee. Verisalji was entrusted with the administration on attaining his majority in 1837, but supervision was exercised over the State till 1850, when it was withdrawn.

In 1852 an Engagement (No. XIX) was mediated by the British Government between the Gaekwar and the Raja of Rajpipla. By this some old disputes were settled by the transfer of certain villages, in which both governments had shares, to the Gaekwar and the Raja respectively, and by the admission of the right of the Raja of Rajpipla to collect certain customs on payment of Siasi Rupees 13,351, equivalent to Government Rupees 10,270 annually. On the 20th January 1859 the Government of India decided that Rajpipla should pay Government Rupees 30,000 annually towards the maintenance of the Gujarat Bhil Corps, which had been raised during the mutiny. It was subsequently converted into a police corps: and, as no part of it was employed in Rajpipla, the Raja was relieved from any demand on account of its expenses from the 1st May 1865. If, however, troops are employed in Rajpipla, the Raja is held liable to such a contribution on that account, for the time the troops are so employed, as Government may think fit and reasonable.

In 1855 Verisalji's misgovernment and contumacy led to the attachment of the State. In the following year he was admitted to a share in the administration, and in 1858 the revenue management was made over to him.

In 1859 Government had again to interfere to suppress disturbances among the Bhils.

Verisalji abdicated in 1860 in favour of his son, Gambhir Singh, still retaining, however, the principal share of government in his own hands as minister of the State. Differences, however, arose between father and son, and became so irreconcilable that in 1867 Government were compelled to intervene and require Verisalji to withdraw from all interference in Rajpipla affairs. He died in the following year.

The Raja received in 1862 a Sanad (*see* No. XIII—Mahi Kantha Agency), guaranteeing to him the right of adoption. In 1867 the Ruler of Rajpipla was granted a permanent salute of 11 guns.

A British officer was associated with Gambhir Singh in the administration of the State from August 1884 till 1887, when it was found necessary to deprive the Raja of all power and to entrust the administration for three years to a Political Officer, the Raja remaining in Rajpipla and holding the titular dignity of the Chiefship. In 1890 a continuation of this arrangement for another three years was sanctioned, and in 1894 for another period of three years. On the 10th January 1897 Gambhir Singh died, and was succeeded by his eldest son, Chhatrasinhji, who was born

on the 18th December 1861, and was installed on the 20th May 1897 under certain conditions.

The State entered into an Agreement in 1882 (No. XX) regarding the manufacture, consumption and sale of opium in the State. This was revised in April 1897 (No. XXVII).

In 1896 the State entered into an Agreement (No. XXVI) with the Bombay, Baroda and Central India Railway Company for the working of the Rajpipla State Railway from Ankleshwar to Nandod. The line was opened for traffic in 1899 and a fresh Agreement was made in 1900 (No. XXIX). In November 1917, in consequence of the extension of the Rajpipla State Railway from Nandod Station to Nandod City (now called Rajpipla) a revised Agreement (No. XXXIV) with the Railway Company was entered into by the State, which superseded that of 1900.

On the 26th September 1915 Chhatrasinhji died and was succeeded by his eldest son, Shri Vijaysinhji, who was invested with full powers on the 10th December 1915.

In August 1917 the Raja executed a Deed ceding to the British Government full jurisdiction over the lands in the State which are, or may hereafter be, occupied by the Rajpipla State Railway. (No. XXXIII.)

In January 1921 the hereditary title of Maharaja was conferred on the Ruler of the Rajpipla State (No. XXXV) and his permanent salute was enhanced to 13 guns.

The area of Rajpipla is  $1,517\frac{1}{2}$  square miles; the population, according to the Census of 1921, is 168,425; and the gross revenue Rs. 32,31,190, of which Rs. 50,001 are paid to the Gaekwar as tribute.

Under the re-organisation scheme of January 1921 the authorised strength of the Rajpipla State Forces consists (December 1926) of:—

Body Guard Cavalry . . . . .	25
Infantry . . . . .	153

The following other State forces are maintained:—

Armed Police . . . . .	242
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The State possesses 2 serviceable and 11 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

## 2. CHHOTA UDEPUR OR MOHAN.

The ruling family of Chhota Udepur are Chauhan Rajputs, who formerly ruled at Pawagadh. The State is tributary to the Gaekwar.

Owing to a doubt whether the political control of Chhota Udepur was transferred to the British Government in 1820 along with that of the lesser States in Mahi Kantha, an Agreement (No. X) was made in 1822, by which the Gaekwar surrendered his control and the State became subject to the British Government, paying under guarantee an annual tribute of Siasi Rupees 10,500, equivalent to Government Rupees 8,769-13-4, to the Gaekwar. This tribute was in 1871 reduced to Gaekwar Rupees 10,147-9-2, equivalent to British Indian Rupees 7,806, in the course of a settlement of certain disputes between the two States regarding the Vasna and Jabugam parganas.

Prithwi Raj, with whom the above engagement was made, was succeeded by Guman Singh, and he by his nephew, Jit Singh.

In 1867 the Ruler of Chhota Udepur was granted a permanent salute of 9 guns.

Jit Singh died in July 1881 and was succeeded by his son, Moti Singh.

In 1882 the State entered into an Agreement (*see* No. XX) for the prevention of the cultivation and illicit importation of opium.

The right of adoption was conferred on the Chief in 1890 (*see* No. XXIII).

Moti Singh died on the 8th February 1895, and was succeeded by his only son, Fatehsinhji, who was born on the 23rd October 1884. During his minority the State was under Government management.

In 1897 the State entered into a revised Opium Agreement (No. XXVIII).

Fatehsinhji was installed on the 12th March 1906.

In February 1915 the Government of India notified their sanction to the construction of a railway line known as the Bodeli-Chhota Udepur Railway from Bodeli, a Station on the Gaekwar's Dabhoi Railway, to Chhota Udepur. The line was constructed at the joint expense of the Baroda and Chhota Udepur Darbars and opened for public traffic on the 1st December 1917. The State exercises jurisdiction over the line passing through its territory.

Fatehsinhji died on the 29th August 1923. He was succeeded by his son Natwarsinhji, a minor, and the State was placed under British administration. This terminated on the 20th June 1928, when Natwarsinhji was invested with ruling powers.

The area of the State is 890·34 square miles; the population, according to the Census of 1921, 125,702; and the gross revenue Rs. 13,91858.

The State possesses (1926) 30 Cavalry, 75 Infantry and 194 Armed Police, 3 serviceable and 4 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished,

### 3. BARIA.

The Baria family is descended in the younger line from the common ancestor of the Chhota Udepur family. The connection of the British Government with this State commenced in 1803, when Scindia's districts in Gujarat were taken possession of by a British force. At that time Yashwant Singh was Raja of Baria. His conduct was most friendly, and he was declared entitled to British protection under article 10 of the Treaty of Sarji Anjangaon.\*

Yashwant Singh was succeeded in the government of Baria by his son. Ganga Das, an imbecile character, during whose rule the country was laid waste by the Mahratta armies, though they established no claim to permanent tribute. His power was also usurped by a Brahman minister, who with mercenary troops devastated the neighbouring districts till 1819, when the interference of the British Government was solicited, and a settlement† was effected, by which the country was delivered from their violence. On the death of Ganga Das in August 1819, the minister, Rupji, seized the government and installed Bhim Singh, one of two sons who had been adopted by one of the Ranis before the birth of Prithi Raj. But Bhim Singh was afterwards removed, and the rightful heir, Prithi Raj, was restored. The State was greatly in debt, but arrangements were made under the guarantee of the British Government for the gradual liquidation of the debts and, when the Raja came of age, the direct supervision of the British Government was withdrawn.

In 1819, through the mediation of the British Government, certain dues which the Raja of Baria had for many years levied from the districts of Halol, Kalol and Dohad were commuted to an annual payment of Siasi Rupees 4,750, equivalent to Government Rupees 4,144-15-1, which, since the cession of Scindia's Panch Mahals under the Treaty‡ of the 12th December 1860, is now made good by the British Government out of the tribute paid by the Raja of Lunawada.

In 1824 a tribute of Rs. 12,000 was imposed (No. XIV) on the Baria State by the British Government in return for its protection: and, in the same year, the Raja entered into an Engagement (No. XIII) to pay Rs. 6,000 a year, in addition to the tribute, for the maintenance of a

\* See Vol. V, Gwalior.

† No copies of these engagements can now be found.

‡ See Vol. V, Gwalior.

local force. But, like similar engagements,\* which were concluded at the same time with the neighbouring Chiefs of Dungarpur and Banswara, it was never acted on, and in 1826 was declared obsolete.

Under the terms of the Agreement (No. XIV) imposing the tribute, this was to be increased in proportion to the prosperity of the State; but in the year 1849 it was declared to be permanently fixed at Salim Shahi Rupees 12,000, equivalent to Government Rupees 9,076.

In 1864 Man Singh succeeded his father as Ruler of Baria, being at the time a child of 9 years old. In 1867 the Ruler was granted a permanent salute of 9 guns.

In 1865 the Baria tribute was charged with a payment of Rs. 6,406-12-9 on account of the escort of the Political Agent and the cost of establishments at the police stations of Sankheda and Pandu. This charge was subsequently, on the amalgamation of the Rewa Kantha Agency with the Panch Mahals Collectorate, reduced to Rs. 5,655. In 1868 it was resolved that the tribute should be wholly expended for the benefit of the territory of Baria and its vicinity, and that the accumulated balance should be formed into a local fund, called the Baria Tribute Fund. The cost of the portion of the Godhra and Dohad road connecting Gujarat and Central India, which passes through the Baria State, was defrayed out of this fund. To the annual amount, Rs. 2,929-7-3, available from the tribute, was added what was payable to the Raja by the British Government, thus making a total of Rs. 7,074-6-4. With this, charges for repairs to the road were defrayed, the surplus being formed into a road fund over which the Political Agent retained control independently of the Raja.

In 1882 the Raja entered into an Agreement (*see* No. XX) to prevent the cultivation and illicit importation of opium.

In 1890 the right of adoption was conferred on the Ruler of Baria (*see* No. XXIII).

In July 1891 the Raja granted the British Government the right to occupy and administer, and to exercise full civil and criminal jurisdiction over, the lands of his State which were, or thereafter might be, occupied by the Godhra-Ratlam Railway (No. XXIV).

By an Agreement (No. XXV) of the year 1892 the Raja of Baria undertook to abolish all transit duties, to establish a fund for the maintenance of public works, and to provide otherwise also for the upkeep of roads. In consideration of the fulfilment of these terms the tribute due from Baria to the British Government was remitted.

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\* *See Vol. III, Dungarpur.*

The Baria Tribute Fund was abolished in March 1893 and the balance to its credit (Rs. 2,180-5-0) was paid to the Raja of Baria.

In 1897 the State entered into a revised Opium Agreement (*see No. XXVIII*).

Man Singh died on the 29th February 1908 and was succeeded by his son, Ranjitsinhji, who was installed on the 7th May 1908.

In 1926, in consequence of the deprovincialisation of the Lamkheda-Jalod road, the State entered into an Agreement (No. XXXVIII) which amended that of 1892 (No. XXV).

The area of Baria is 813 square miles; the population, according to the Census of 1921, 137,291; and the gross revenue Rs. 11,39,816.

Under the reorganisation scheme of January 1921 the authorised strength of the Baria State Forces consists (December 1926) of:—

Baria Subhakh Cavalry . . . . .	25
Baria Ranjit Infantry . . . . .	101

The following other State forces are maintained:—

Armed Police . . . . .	209
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The State possesses 5 serviceable and 1 unserviceable guns.

#### 4. LUNAWADA.

The Chiefs of the Lunawada family belong to the Solanki clan of Rajputs, and claim descent from Sidh Raj, who ruled in Anhilwad Patan. The first connection of the British Government with this petty State was formed in 1803, when British troops entered Scindia's possessions in Gujarat. A Guarantee (No. I) of the protection of the British Government was given to the Raja in 1803, and later in the same year a Treaty (No. II) was made with him, by which he became tributary to the British Government. But on the change of policy adopted by Lord Cornwallis this treaty was dissolved.

From that time there was little intercourse with Lunawada till 1812, when a Settlement (No. V) of the Gaekwar's tributary claims was made for Rs. 7,001 a year, from which Rs. 1,000 were deducted. The tribute paid at present amounts to British Indian Rupees 5,001. In 1819, after the Pindari war, an Engagement (No. VI) was mediated between Scindia and Raja Fateh Singh, by which the payment of the annual tribute due to Scindia, of Babashahi Rupees 12,000, equivalent to Government Rupees 9,230, was guaranteed on condition that Scindia would not interfere directly or indirectly in the affairs of the State. The tribute is now payable to the British Government under the treaty with Scindia of the 12th December 1860.\*

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\* See Vol. V, Gwalior.

A similar payment of Rs. 733 is made on account of the Godhra Taluka of the Panch Mahals. The amount was fixed in 1851; but no formal engagement was concluded on the occasion by the contracting parties, Scindia and Lunawada.

Fateh Singh was succeeded by Dalpat Singh, adopted by Fateh Singh's widow, and he in 1852 by Dalel Singh, a collateral heir nominated by Government.

In 1866 the request of Dalel Singh, who had no family, that he might be permitted to adopt was granted, on the understanding that the selection should meet with the approval of Government, and that such nazara-na as might be deemed proper would be levied. Raja Dalel Singh died in June 1867. He had expressed a wish to adopt Wakht Singh, son of Ajit Singh, the nearest collateral heir, and his widow was allowed to give effect to his wishes. A nazarana of one year's net revenue, deducting the tribute to the British Government, was levied on this occasion. During the minority of the Chief the State was under British management.

In 1867 the Ruler of Lunawada was granted a permanent salute of 9 guns.

The pargana of Virpur, which consists of 42 villages, was for long a bone of contention between the Chiefs of Lunawada and Balasinor. The Lunawada family had settled at Virpur about the middle of the 12th century, and removed to Lunawada three centuries later. In the middle of the seventeenth century Virpur was wrested from them by the Balasinor family, but the conquest was never complete, and both Chiefs levied revenue and exercised jurisdiction in certain villages. Lunawada paying a tribute of Rs. 2,468-8 to Balasinor. In 1852, on the transfer of Balasinor to the Rewa Kantha Agency from the Collectorate of Kaira, the pargana was placed under attachment, both Chiefs being allowed to make their own arrangements under supervision, while jurisdiction, civil and criminal, was to be exercised by the Balasinor officials.

In 1868 advantage was taken of Lunawada being under British management to settle the question. It was found that during the preceding twelve years Balasinor had received Rs. 1,55,152, while Lunawada had only received Rs. 23,929. It was therefore determined, in preference to a rateable division of the land between the States, to make over the pargana to Balasinor on the conditions that the Chief should remit the tribute payable by Lunawada, relinquish all claims to jurisdiction within Lunawada limits and accept, as compensation for any rights which he might possess in Lunawada villages, an annual compensation to be fixed by Government. He was also to respect all grants of land in Virpur made by Lunawada and to purchase at a valuation any lands mortgaged by Lunawada to individuals. Landholders owing service to Lunawada

were to continue to give that service under penalty of attachment and sale of their lands, the proceeds being paid to Lunawada and the lands made over to Balasinor.

In 1869 a long-standing dispute between the States of Lunawada and Dungarpur, relative to the possession of the villages of Rankeli and Dholkankra, was settled in favour of the former State. Against this decision the Dungarpur Darbar appealed, but after full enquiry the award was confirmed by the British Government and the villages were transferred to the Rewa Kantha Agency.

In 1882 the Lunawada State entered into an Agreement (*see No. XX*) to prevent the cultivation and illicit importation of opium.

In 1888 an Agreement was finally executed by the Raja of Lunawada and the Nawab of Balasinor with the British Government (*No. XXI*), relating to the settlement of the Virpur and other territorial disputes between the two States, and this was ratified by the Government of Bombay.

In 1890 the Ruler received a Sanad guaranteeing him the right of adoption (*see No. XXIII*).

In 1897 the State entered into a revised Opium Agreement (*see No. XXVIII*).

In 1912 a railway line on the 2' 6" gauge from Godhra on the Bombay, Baroda and Central India Railway to Lunawada, known as the Godhra-Lunawada Railway, was constructed by Messrs. Killick Nixon & Co. In October 1912 the Raja executed a Deed ceding to the British Government full jurisdiction over the lands in the State which are, or may hereafter be, occupied by the Godhra-Lunawada Railway (*No. XXXI*).

Wakht Singh died on the 27th April 1929, and was succeeded by his grandson Virbhadra Singh, born in June 1910. During his minority the State is managed by an Administrator.

The area of Lunawada is about 388 square miles; the population, according to the Census of 1921, 83,136; and the gross revenue Rs. 4,82,288.

The State possesses (1926) 38 Cavalry, 12 Infantry, 176 Armed Police with 2 serviceable and 18 unserviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

## 5. BALASINOR (VADASINOR).

The Balasinor family is descended from Sardar Muhammad Khan, the elder son of Bahadur Khan, ninth in descent from Sher Khan Babi, who, about the middle of the seventeenth century, was made door-keeper

(Babi) of the Imperial Court, and subsequently commandant of the Koli district of Chuwal, on the north-west of Ahmedabad. From Bahadur Khan's younger son, Muhabbad Khan, springs another branch of the family, represented by the Nawab of Junagadh in Kathiawar. Sardar Muhammad Khan was succeeded in possession of the districts of Balasinor and Virpur by his son, Jamiat Khan, and he by his son, Salabat Khan. Salabat Khan died in May 1820, and was succeeded by his cousin, Abid Khan.

Balasinor became tributary both to the Peshwa and Gaekwar. At the general settlement (*see No. IX, Mahi Kantha Agency*) of Mahi Kantha the tribute of the Gaekwar was settled at Siasi Rupees 4,001, equivalent to British Indian Rupees 3,078. When the British Government succeeded to the Peshwa's rights, Balasinor came under its political jurisdiction. The State pays a tribute of Siasi Rupees 12,696 to the British Government, equivalent to British Indian Rupees 9,766.

In 1820 an Engagement (No. VII) was made with the Babi for the introduction of the British opium regulations into his territories.

In 1822 Abid Khan was removed, and Jalal Khan, his brother, was placed in power in his stead. He died in December 1831, and was succeeded by Zorawar Khan.

The settlement of the long-standing dispute between Lunawada and Balasinor about the pargana of Virpur has been described in the preceding article (Lunawada).

In 1867 the Ruler of Balasinor was granted a permanent salute of 9 guns.

Zorawar Khan died in 1882, and was succeeded by his eldest son, Manvar Khan.

In 1882 the Nawab entered into an Engagement (*see No. XX*) to prevent the cultivation and illicit importation of opium.

In 1890 the Ruler of Balasinor received an Adoption Sanad (No. XXIII).

In 1891 an arrangement, holding good for ten years, was made with the Nawab in respect of his abkari rights in two villages in the Kaira district. The Nawab undertook to close his stills and shops, and prevent the sale of liquor in those villages, and Government agreed to pay him Rs. 659-13-1 a year as compensation on that account. This arrangement was renewed for a period of five years from the 1st January 1898, and again from the 1st January 1903 for another five years. It was again renewed for a period of six years and seven months from the 1st January 1908 and thereafter renewed every ten years, *viz.*, from 1st August 1914 to 31st July 1924 and from 1st August 1924 to 31st July 1934. The amount of compensation for the current lease is Rs. 660.

In 1897 the State entered into a revised Opium Agreement (*see* No. XXVIII).

Manvar Khan died on the 24th March 1899, and was succeeded by his only son, Jamiat Khan, born on the 10th November 1894, during whose minority the State was under Government management. He was invested with full powers on the 31st December 1915.

In 1917 the Nawab of Balasinor signed and executed an Agreement, for a period of ten years from the 1st April 1916, for the administration of the Abkari revenue of the Balasinor State (No. XXXII). The Agreement terminated on the 31st March 1926. Future arrangements are still under consideration.

The Babi is entitled to various dues in the Kaira Collectorate, amounting in the aggregate to Rs. 400, British currency.

He also receives Baroda Rupees 821-10-12 on account of perquisites from the States of Kadana, Sathamba and Magodi.

The area of Balasinor is 189 square miles; the population, according to the Census of 1921, 44,030; and the gross revenue about Rs. 3,02,034.

The State possesses (1926) 117 Armed Police and 10 serviceable guns

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

#### 6 SANT (formerly SUNTH).

The ruling family in Sant belongs to the Puar caste of Rajputs, and is believed to have come originally from Ujjain; to have settled afterwards at Jhalod; and finally, about the thirteenth century, at Sant. A Treaty (No. III) was concluded with this State in 1803, but it was subsequently dissolved by the policy of Lord Cornwallis, which was adverse to the system of alliances with the petty Rajput Chiefs. The Chief of Sant was included in the Engagement (No. VI) mediated in 1819 between Scindia and Lunawada, and the payment of his tribute of Babashahi Rupees 7,000, equivalent to Government Rupees 5,385, was guaranteed to Scindia, on condition of the latter abstaining from all interference in the affairs of the State. It is now paid to the British Government under the cessions of the treaty with Scindia, dated the 12th December 1860.\*

In 1867 the Ruler of Sant was granted a permanent salute of 9 guns.

For some years bad feeling existed between the Chief of Sant and the Thakor of Kadana, who are both descended from a common ancestor, the

\* *See* Vol. V. Gwalior.

former claiming a right to interfere in the Thakor's choice of an heir, principally on the ground that Kadana was a feudatory of Sant and had always owed fealty to the Chief of that State. The evidence adduced by the Raja was inconclusive, and in 1871 the Bombay Government declared Kadana to be independent of Sant.

Bhawan Singh died without issue in 1872, leaving, as it was alleged, a will by which he designated Prithi Singh, one of his Bhayats, as his successor. Enquiry showed that the alleged will could not be regarded as a record of the wishes and intentions of the Chief, and that Prithi Singh was neither a fit person nor the nearest of kin. As the British Government were desirous that the State should be continued in the person of some fit successor, the widow of the Chief was allowed to select one from amongst the collaterals. Her choice fell upon Pratap Singh and was confirmed by the British Government. Nazarana of a year's revenue was levied from Sant.

In 1882 the Chief entered into an Agreement (*see No. XX*) to prevent the cultivation and illicit importation of opium.

The right of adoption was conferred on the Ruler of Sant in 1890 (*see No. XXIII*).

Pratap Singh died on the 10th January 1896 without any heir, either adopted or natural: and in June 1896 the Government of India sanctioned the succession of Jorawar Singh, born on the 24th March 1881, of the Babrol branch of the ruling family, his nomination having been approved by both the Ranis of the late Chief. Jorawar Singh was installed on the 31st August 1896. On account of his minority the State was under Government management till 1902, when the Chief was given full powers.

In 1897 the State entered into a revised Opium Agreement (*see No. XXVIII*).

Sant receives from the village of Garadu, under the Jalod Mahal of the Panch Mahals, Salim Shahi Rupees 50, equivalent to Government Rupees 38-8-7, as chauth. This sum was fixed in 1848 by the Political Agent in Rewa Kantha and the Assistant in Mewar, but no formal paper was drawn up. Sant is also entitled to a *sirpuo* of Government Rupees 30-8-8 fixed by Sir John Malcolm in 1819.

The area of Sant is 394 square miles; the population, according to the Census of 1921, 70,597; and the gross revenue Rs. 4,14,030.

The State possesses (1926) 266 Armed Police and 4 serviceable guns.

The State was liable to the operation of the Nazarana rules up to 1911 when, on the occasion of the Coronation Darbar, all such levies were abolished.

## 7. LESSER CHIEFS.

The province of Rewa Kantha is inhabited for the most part by Bhils, Mewasis and other formerly turbulent tribes. With these tribes, which were subject to Rajpipla and the Gaekwar, and also with those in Scindia's Panch Mahals, agreements were made between the years 1822 and 1826 with a view to the settlement of the country. The nature of these engagements will be sufficiently apparent from the specimens given (Nos. IX, XV, XVI and XVII). The jurisdictional powers of the lesser Chiefs (Thakors) vary. The Estates of Bhadarwa and Umetha, and three other Estates were originally included in the Mahi Kantha settlement, and were transferred to Rewa Kantha in 1827. Scindia's Panch Mahals were ceded to the British Government by the Treaty\* of the 12th December 1860, and attached for a time to the Kaira Collectorate. They now form a separate distinct charge, to which the Political Agency of Rewa Kantha is attached. In 1889 and 1890 the Government of India exempted from payment of nazaiana many small Estates having no jurisdictional powers.

In 1897 all the Chiefs (Thakors) mentioned in the list below, except Pantalavdi, Jambughoda (Narukot) and Garol, entered into Agreements (*see* No. XXVIII) which revised those made in 1882 (*see* No. XX), to prevent the cultivation and illicit importation of opium. These agreements were renewed for further periods of 5 years from 1898 to 1903 and from 1903 to 1908, and in 1908 permanent agreements were taken from all the States except Jambughoda (Narukot) and Garol (No. XXX). The agreement with Jambughoda (No. XL) was executed in 1929.

In 1891-92 all the 56 lesser Chiefs mentioned in the list, except Kadana, Sanjeli, Jambughoda (Narukot), Bihora, Dudhpur, Virampura, Chudesar, Nalia, Jiral Kamsoli, Kasla-Paginu-Muvada, Nahara and Garol entered into arrangements by which they assigned to Government the management of abkari in their Estates in return for pecuniary compensation (No. XXII). The agreements were renewed from the 1st January 1898 for five years, and again from 1903 to 1908. These agreements were again renewed for a period of six years and seven months from the 1st January 1908 and afterwards renewed for a period of 10 years from 1st August 1914 to 31st July 1924. In 1914 agreements were also entered into with, and executed by, Chudesar and Jiral Kamsoli. These agreements were again renewed from 1st August 1924 to 31st July 1934 (No. XXXVII).

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\* *See Vol. V, Gwalior.*

In 1914 the construction of the Chhuchhapura (Motipura)-Tankhala Railway, a branch of the Gaekwar Baroda State Railway passing through the Naswadi State in the Sankheda Mewas, was sanctioned. Jurisdiction over the line passing through the Naswadi limits was ceded by the Thakor of Naswadi to the British Government by an agreement, dated 2nd April 1924 (No. XXXVI).

In 1914 the construction by the Baroda Darbar of an extension on the 2' 6" gauge of their Dabhoi-Jarod Railway from Samlaya, *vid* Savli to Timba, was sanctioned. This line passes through the territories of Varnolmal, Mevli, Pandu, Chhaliar and Gothda in the Pandu Mewas. Jurisdiction over the line passing through the Agency limits is exercised by the Agency Courts.

In 1927 the Thakor of Uchad leased (No. XXXIX) to Government a piece of land in his village of Wadia for the construction of an Inspection Bungalow.

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**List of Lesser Chiefs, showing the area, population and  
revenue of their Talukas, and the tribute they pay.**

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*List of Lesser Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age (1927).
1	Agar . .	Thakor Shri Gambhirkhanji . .	Molesa Lam Chohan.	61
2	Alwa . .	Khusalbawa Sardarkhan . .	Molesa Lam Chohan.	72
3	Amrapur . .	1. Prabhatsing Shivsing . . . 2. Amarsing Bimalbhai . . . 3. Sonubhai Raambhai . . . 4. Abhesing Gamubhai . . .	Solanki-Baria . Ditto . . Ditto . . Ditto . .	50 45 31 45
4	Angadh . .	1. Udesing Mulsingji . . . 2. Fatehsing Motising . . . 3. Samatsing Humatsing . . . 4. Himatsing Nathabawa . . . 5. Kesarising Parbhatsing . . . 6. Khumansing Mansing . . .	Koli . . . Ditto . . .	12 25 34 33 62 32
5	Bhadarwa . .	Thakor Shri Raujitsinhji . . .	Vaghela Rajput	51
6	Bhilodia . .	1. Motabawa Somabawa . . . 2. Motising Haribawa . . .	Ghavda Rajput Ditto . .	62 40
7	Bihora . .	Hetamkhan Sardarkhan . . .	Molesa Lam Rathod.	44
8	Chhaliar . .	Thakor Shri Ramsingji Indrasingji . .	Solanki Rajput	13
9	Chorangla . .	Chhatrasingji Ramsingji . . .	Chohan Rajput	48
10	Chudesar . .	1. Kesarkhan Bhaibava . . . 2. Badharkhan Chhitkhan . . . 3. Kesarkhan Rahimkhan . . . 4. Chhitbha Vajbha . . . 5. Kayamkhan Jitbha . . . 6. Nurkhan Alamkhan . . .	Musulman Gori Ditto . . Ditto . . Ditto . . Ditto . . Ditto . .	55 29 47 26 48 36

*revenue of their Talukas, and the tribute they pay.*

Area in Square Miles.	Popula- tion.	Revenue.	TRIBUTE.		
			Amount.	To whom payable.	
17	2,729	Rs. 39,589	Rs. A. P. 143 1 4	The Gaekwar.	
5	1,451	18,054	51 8 7	The Gaekwar.	
2	357	1,198	154 9 10	The Gaekwar	
				The Gaekwar.	
				The Gaekwar.	
				Ditto.	
27	9,568	98,413	14,674 0 0	The Gaekwar.	
9	2,015	{ 7,551 9,828	933 1 3	The Gaekwar.	
				Ditto.	
1½	241	6,441	39 3 8	The Gaekwar.	
11	2,092	24,850	2,616 2 5	The Gaekwar.	
16	2,045	35,146	73 1 3	The Gaekwar.	
				The Gaekwar.	
2½	477	2,208	239 3 8	The Gaekwar.	
				The Gaekwar.	

*List of Lesser Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age. (1927).
11	Dhari . .	1. Vakhatsing Nathubhai . . . 2. Muljibhai Jorbhai . . . 3. Laxmansing Raising . . . 4. Udesing Gumansing . . . 5. Somabhai Sahebsing . . . 6. Salamsing Rupsing . . .	Solanki Rajput Ditto . . Ditto . . Ditto . . Ditto . . Ditto . .	20 50 39 32 36 42
12	Dodka . .	1. Punja Karsan . . . 2. Ishwar Jibhai . . .	Patidar . . Ditto . .	7 50
13	Dudhpur . .	Anopsing Dadabawa . . .	Molesha Ram Rathod.	43
14	Gad Boriad . .	Thakor Shri Omkarsingji . . .	Chohan Rajput	24
15	Garol . .	..	..	..
16	Gotardi . .	1. Dapabhai Shivbhai . . . 2. Hathibhai Jothibhai . . . 3. Bhimsing Bhakhubhai . . . 4. Jinabhai Punjabhai . . .	Baria Koli Ditto . . Ditto . . Ditto . .	42 11 7 35
17	Itwad . .	1. Partapsing Jinabhai . . . 2. Motibhai Amarsing . . . 3. Vajesing Gulabsing . . . 4. Jinabhai Shivilsing . . .	Rathor Rajput Ditto . . Ditto . . Ditto . .	33 44 37 82
18	Jambughoda (Narukot).	Thakor Shri Ranjitsinhji . . .	Baria Koli . .	35
19	Jesar . .	1. Gubabhai Khatubhai . . . 2. Bhathi Gokal . . . 3. Baisuraj, widow of Dipsing Jitbhai . . . 4. Dambhai Dapabhai . . .	Pagi Koli . . Ditto . . Ditto . . Ditto . .	53 41 47 37

revenue of their Talukas, and the tribute they pay—contd.

Area in Square Miles.	Popula- tion.	Revenue.	TRIBUTE.			To whom payable.
			Amount.	Rs. A. P.	Rs.	
3½	1,027	10,667	731	8	7	The Gaekwar.
3	1,012	11,452	849	9	10	The Gaekwar.
1½	113	711	26	14	9	The Gaekwar.
128	5,245	55,191	365	6	2	Chhota Udepur Daihar.
....	..	..	30	0	0	This village belongs to the Thakor of Bhumaria in the Panch Mahals District but the tribute due on it is paid to the Gaekwar through the Rewa Kan- tha Agency.
3	315	1,686	326	14	9	The Gaekwar
6	1,137	3,633	462	4	11	The Gaekwar.
143	9,540	1,50,632	32	0	0	The Gaekwar.
1½	381	2,131	116	2	6	The Gaekwar.

*List of Lesser Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age (1927).
20	Jital Kamsoli .	1. Motabawa Hafisbawa . . . 2. Nurkhan Rasulkhan . . . 2. Manvarkhan Rasulkhan . . . Ahmadkhan Rasulkhan . . .	Musalman Gori Ditto . . Ditto . . Ditto . .	61 35 31 27
21	Jumkha . .	Raising Chandrasing . . .	Baria Parmar	45
22	Kadana . .	Thakor Shri Chhatrasalji . . .	Puwar Rajput	48
23	Kanoda . .	1. Patchsing Kubersing . . . 2. Jivabhai Shrivsing . . . 3. Baijiba widow of Amarsing Kesari-sing.	Baria Parmar Ditto . . Ditto . .	18 47 60
24	Kasla-Pagina-Muvada.	1. Nathubhai Haribhai . . . 2. Jma Jeobhai . . . 3. Mulsing Chandrasing . . . 4. Parbhat Khatu . . .	Pagi Koli Ditto . . Ditto . . Ditto . .	74 50 27 27
25	Liter Gothda .	1. Jibhat Dala . . . 2. Gaba Kala . . . 3. Natha Mahiji . . . 4. Moti Gulab . . . 5. Abasali Bakarali . . . 6. Rahemumia Kasamali . . .	Baria Koli Ditto . . Ditto . . Ditto . . Saiyid Musalman. Ditto . .	25 24 19 62 24 50
26	Mandwa . .	Thakor Shri Khusalsingji . . .	Chohan Rajput	45
27	Mevli . .	1. Sadansing Samatsing . . . 2. Andarsing Gambhirsing . . . 3. Bhimsing Dajibhai . . .	Pagi Koli Ditto . . Ditto . .	10 68 28
28	M o k a-Pagina-Muvada.	1. Mahabhai Ganbhai . . . 2. Ramsing Nathu . . .	Pagi Koli Ditto . .	67 29
29	Nahara . .	1. Kalubhai Jesingbhai . . . 2. Mohanbhai Pathibhai . . .	Baria Parmar Ditto . .	50 32

*revenue of their Talukas, and the tribute they pay—contd.*

Area in Square Miles.	Popula- tion.	Revenue.	TRIBUTE.		
			Amount.	To whom payable.	
		Rs.	Rs. A. P.		
5	959	6,972	256 2 4	The Gaekwar.	
1	166	1,393	39 3 8	The Gaekwar.	
130	15,377	1,10,149	..	..	
3½	1,095	4,723	1,231 8 8	The Gaekwar.	
1	77	1,341	50 0 0	The Gaekwar.	
1½	518	3,399	154 9 10	The Gaekwar.	
16½	5,747	1,01,957	1,703 13 6	The Gaekwar.	
5	1,142	11,059	1,154 9 10	The Gaekwar.	
1	125	1,002	96 2 5	The Gaekwar.	
3	301	71	19 3 8	The Gaekwar.	

*List of Lesser Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age (1927).
30	Nalia	1. Fatehkhan Alamkhan . . .	Musalman Gori	44
		Jitkhan Alamkhan . . .	Ditto .	41
		2. Nasirkhan Khusalbawa . . .	Ditto .	43
		3. Kuberkhan Jitabawa . . .	Ditto .	58
		4. Rasulkhan Hatambava . . .	Ditto .	38
31	Nangam	1. Chhitbha Kasalbawa . . .	M o l e s a l a m Rathod.	25
		2. Kesarkhan Sardarkhan . . .	Ditto .	51
		3. Manovarkhan Dilvarkhan . . .	Ditto .	23
		4. Narbha Jitbha . . .	Ditto .	63
32	Naswadi	Thakor Shri Ranjitsingji . . .	Solanki Rajput	23
33	Palasani	Fatehsingji Jitsingji . . .	Parmar Rajput	40
34	Pandu	1. Jabarkhan Nijamkhan . . .	M u s a l m a n Pathan.	33
		2. Usafkhan Ranmastkhan . . .	Ditto .	14
		3. Sikandarkhan Tejukhan . . .	Ditto .	32
		4. Ayubkhan Hamidkhan . . .	Ditto .	22
		5. Sardarbibi, widow of Nathukhan Mansurkhan.	Ditto .	62
35	Pantalavdi	1. Anwarkhanji Akbarkhanji . . .	M o l e s a l a m Padhiar.	26
		2. Sahebkhanji Kesarkhanji . . .	Ditto .	35
36	Poicha	1. Khumansing Himatsing . . .	Vaghela Rajput	53
		2. Chandansing Ranchhod . . .	Ditto .	45
		3. Himatsing Gagabhai . . .	Ditto .	55
		4. Jinabhai Parbhatsing . . .	Ditto .	55
		5. Devabhai Lalbhai . . .	Ditto .	42
		6. Himatsing Vaghjibhai . . .	Ditto .	35
37	Rajpur	Fatesing Himatsing . . .	Solanki Rajput	23
38	Raika	1. Natwarsing Motising . . .	Parmar Rajput	10
		2. Appajirao Krishnarao . . .	Mahratta .	38

*revenue of their Talukas, and the tribute they pay—contd.*

Area in Square Miles.	Population.	Revenue.	TRIBUTE.			To whom payable.
			Amount.	Rs. A. P.		
		Rs.		Rs.	A. P.	
1	128	1,330	28	7	5	The Gaekwar.
3	454	5,384	995	6	2	The Gaekwar.
19½	4,197	39,299	1,300	12	4	The Gaekwar.
12	1,766	38,134	1,639	3	8	The Gaekwar.
9	1,535	6,445	3,462	4	10	The Gaekwar.
5	1,777	{ 3,290 3,000 }	171	0	0	The Rajpipla Darbar.
3½	855	3,859	1,154	9	10	The Gaekwar.
1½	104	1,360	39	3	8	The Gaekwar.
3	567	{ 8,747 1,904 }	235	1	0	The Gaekwar.
			207	13	2	

*List of Lessers Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age (1927).
39	Rampura .	1. Himatsing Madhavsing . . . 2. Khusalbawa Jorabawa . . . 3. Partapba, widow of Nathabawa Dulabawa. 4. Dajibawa Nathubawa . . . 5. Madhavsing Nathubawa . . . 6. Narpatsing Prabhatsing . . . 7. Chhatrasing Kalubawa . . . 8. Bharatsing Bhumsing . . .	Chavda Rajput Ditto . Ditto . Ditto . Ditto . Ditto . Ditto . Ditto .	42 83 60 31 47 26 28 42
40	Rengan, I .	1. Khusalbawa Rasulkhan . . . 2. Sajansing Motabawa . . . 3. Bhaibawa Jorabawa . . . 4. Bai Umedba, widow of Jising Allibhai.	M o l e s a l a m Dayama. Ditto . Ditto . Ditto .	14 13 65 47
	, II .	1. Badharkhan Nathkhan . . . 2. Chanma, widow of Bapubhai Tatehbhai. 3. Badrudin Umedbhai . . .	Ditto . Ditto . Ditto .	51 65 72
41	Sanjeli . .	Thakor Shri Pushpasingji . . .	Chohan Rajput	35
42	Sanor . .	Thakor Shri Prabhatsingji Neharsingji	Ditto .	18
43	Sihora . .	Thakor Shri Mansingji Karansingji .	Baria Parmar .	19
44	Sindhiapura . .	Mahomadkhan Amirkhan . . .	M o l e s a l a m Chohan.	25
45	Uenad . .	Thakor Shri Mahomadmia . . .	M o l e s a l a m Dayama.	32
46	Umetha . .	Thakor Shri Ramsingji . . .	Baria Pudhiar .	33
47	Vadia Viram-pura.	Ahmadkhan Nathkhan . . .	M o l e s a l a m Dayama.	44
48	Vajiria . .	Thakor Shri Kesarkhanji . . .	M o l e s a l a m Rathod.	51
49	Vakhtapur . .	1. Chhatrasing Navalsing . . . 2. Amarsing Nathabhai . . . 3. Laxmansing Becharsing . . .	Solanki Rajput Ditto . Ditto .	33 45 55

revenue of their Talukas, and the tribute they pay—contd.

Area in Square Miles.	Popula- tion.	Revenue.	TRIBUTE.			
			Amount.	To whom payable.		
		Rs.	Rs. A. P.			
4½	1,606	4,555	1,093	13	6	The Gaekwar.
4	353	5,265	354	9	10	The Gaekwar
34	6,808	82,170	..			None.
11½	1,532	23,542	1,213	13	6	The Gaekwar.
15½	3,287	44,861	3,693	1	3	The Gaekwar.
4	759	8,271	43	13	6	The Gaekwar.
8½	2,330	53,997	679	3	9	The Gaekwar.
24	5,356	78,372	3,846	0	0	The Gaekwar.
1	145	1,088	79	3	8	The Gaekwar.
21	4,999	66,303	3,851	8	8	The Gaekwar.
1½	274	2,579	116	2	6	The Gaekwar.

*List of Lesser Chiefs, showing the area, population and*

Serial No.	State.	Name of Chief.	Caste.	Age (1927).
50	Vannmala .	Thakor Shri Badharkhanji . . .	M o l e s a l a m Chohan.	60
51	Varnoh Moti .	Ratansing Bhagwansing . . .	Rathor Rajput	38
52	Varnoh Nani .	1. Jivabhai Kanbhai . . . 2. Bholabhai Motibhai . . .	Rathor Rajput Ditto .	25 16
53	Varnolmal .	1. Kalubhai Jesangbhai . . . 2. Fakirbhai Parbatsing . . .	Baria Parmar Ditto .	50 48
54	Vasan Sevada .	Usafkhanji Jorawarkhanji . . .	M o l e s a l a m Rathod.	27
55	Vasan Virpur .	1. Gambhirsingji Bhaibawa . . . 2. Chhatrasingji Bhaibawa . . . 3. Jaswantsingji Jorabawa . . .	M o l e s a l a m Dayama. Ditto . Ditto .	65 59 53
56	Vohora .	Badharkhanji Motabawa . . .	M o l e s a l a m Rathod.	27

*Revenue of their Talukas, and the tribute they pay—concl.*

Area in Square Miles.	Popula- tion.	Revenue.	TRIBUTE.		To whom payable.
			Amount.	To whom payable.	
10½	1,607	Rs. 20,059	Rs. A. P. 102 4 11	The Gaekwar.	
2	228	1,072	77 11 1	The Gaekwar.	
1	83	766	19 3 8	The Gaekwar.	
3½	668	1,624	65 6 2	The Gaekwar.	
12½	1,206	9,952	885 6 1	The Gaekwar.	
12½	3,355	{ 14,080 14,950 13,013 }	332 4 11	The Gaekwar.	
3½	1,267	13,344	655 6 2	The Gaekwar.	

## No. I.

ENGAGEMENT of protection from the BRITISH GOVERNMENT given to the CHIEF of LOONAWARA by MAJOR ALEXANDER WALKER, RESIDENT AT BARODA, under date the 27th September 1803.

This is to certify that the Rana Pertab Sing, Chief of Loonawara, having applied for the Honourable Company's protection, and having, by the friendly intercourse of letters, declared that all his means shall be employed to promote the destruction of Kanoojee, I have at his request, and in consideration of the above circumstances, granted to him this writing, which will entitle him to the friendship of the English and of their ally Anund Rao Gaikwar.

Should the English troops, in prosecution of the war against Kanoojee, enter the territories of the Rajah of Loonawara, they will refrain from doing the inhabitants any injury or molestation; on the contrary, they may be assured of protection, the Rajah on his part ordering his subjects to furnish provisions and whatever may be required, which will be punctually paid for according to the custom and good faith of the English.

This writing is on the opposite side translated into Marhattee, that the officers of the Gaekwar Sircar may also extend their friendship to the Rana Pertab Sing.

A. WALKER,

*Done at Baroda, 17th September 1803.*

*Resident at Baroda.*

Approved by the Governor in Council of Bombay on 5th October 1803.

## No. II.

## TREATY concluded with the RAJA of LOONAWARA,—1803.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzerat Attaveessee, and districts conquered from Dowlut Rao Sindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray during his continuance in the Loonawara district, and anxious to profit by the friendly protection which the Honourable Company Bahadoor has been graciously pleased to extend towards me, I do, of my free-will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely :—

## ARTICLE 1.

First, as tributary to the Honourable Company Bahadoor, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto

usually paid by me to the late government of Dowlut Rao Sindia, to maintain, at my own expense, devoid of every claim to remuneration from the government of the Honourable Company Bahadoor, a military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of the Guzerat through my districts ; and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering, on all occasions, the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity ; further engaging to give such token of allegiance as His Excellency the Governor-General may be pleased to require.

#### ARTICLE 2.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the government, as far as relates to them or those in their service ; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants.

J. MURRAY,

*Colonel.*

*Concluded, Camp Loonawara, November 14th, 1803.*

#### No. III.

TREATY concluded with the RAJAH of SOANTH, dated the 15th December 1803.

Trusting and believing in Providence—

I hereby declare that, desirous to embrace the very amicable offer made to me by Colonel Murray, Commanding the British forces in the Guzerat Attaveesee and conquered districts, on behalf of the Honourable Company Bahadoor, and to cement the friendship which at present so happily exists between me and the Honourable Company's government, I have, in testimony thereof, of my free-will and consent, entered into the following engagement with the Honourable Company Bahadoor, under whose protection it has pleased the Almighty to place me :—

#### ARTICLE 1.

As tributary to Powagur and the Honourable Company Bahadoor, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late government of Dowlut Rao Sindia (namely, Rupees 2,700) ; but should it please the Honourable Company's government graciously to release me in future from the payment of the aforesaid tribute, then I engage

to present them annually with such nuzzerana in token of my allegiance as they may be pleased to direct, which shall be in lieu of all other sums whatsoever; and as long as I continue faithfully to adhere to the interests of the Honourable Company, this concession of the tribute to be paid by me, if acceded to by His Excellency the Governor-General in Council, shall not be liable to be revoked.

#### ARTICLE 2.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose every attempt of a hostile nature which may be made by a foreign power for the passage of troops through my districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion.

#### ARTICLE 3.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people my enemies, I shall receive assistance from the Honourable Company's government to enable me to resist the enemy; unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbours' boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

#### ARTICLE 4.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the government, as far as relates to them or those in their service. But with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

J. MURRAY, Colonel.

*Concluded, Camp Kaliban, December 15th, 1803.*

#### No. IV.

#### SREE MHALSA KAUNT.

TRANSLATION of a PERWANNAH from ANUND RAO GUIKWAR SENA KHAS KHEVL SHUMSHER BAHADOOR to RANA KOOER PERTAB SING, of the CAPITAL of RAJGHUR,—1810.

AFTER COMPLIMENTS.—Your father Ram Sing, of Rajghur, does not conduct himself properly, and in consequence many quarrels exist, and your inheritance is in danger of being lost to you. In consideration of this the Sircar has thought

proper to make arrangements that you be invested with exclusive authority to conduct the affairs of the State ; the same being determined on, this perwannah is given to you. Your father, Ram Singh, is a man of bad conduct, and listening to bad counsels is planning means whereby to involve the welfare of the State : wherefore you are invested with the executive management of affairs. You are, however, to transact all business and execute all deeds in the name of Ram Sing. You are also to transact business by means of Risundass Buckshu, without whose

Sircar.

knowledge you are to execute no public measure. You are likewise to institute such means

as will preserve the ryots from suffering tyranny and trouble, and to obey the Sircar, continuing to pay the Sircar its dues and claims according to existing agreement.

You will also settle the debt owing to Myrab Narrain by your government.

Moideen Jemadar being well disposed to your State, extend to him the same indulgence and protection in his services to your government.

You will arrange respecting a provision for your father, and take such measures as will prevent him from exciting disturbances.

Do you continue to conduct yourself as herein provided for : in any default in the administration of affairs you cannot prosper. Consider this and act according to the letter of the Sircar, and you will suffer no unjust trouble from the Sircar, and in behalf of which, and consistent with justice, it has nominated Mr. Carnac on the part of the Honourable Company as guarantee.

*Done Sumbut 1866, Magh Vud 8th, Heigra 22nd, Mohurrum, corresponding with the English year 1810, 27th February.*

The Bombay Government agreed to guarantee these arrangements, but in consequence of the death of Ram Singh the guarantee was never actually affixed to the Sunnud.

#### No. V.

#### TRANSLATION of an AGREEMENT passed by the RANA of LOONAWARA to the GAIKWAR GOVERNMENT,—1812.

I, Rana Futtah Sing, of the talooka of Loonawara, do of my own free-will admit that whenever the army of the Sircar came into these parts, the ghasdina and khirajat used to be discharged according to the running account. My villages were in this way distressed and the population decreased. Therefore, as the Sircar's army having been to Kattywar has made an equitable perpetual settlement according to the amount of former payments, I, in like manner, for my own tranquillity, have passed a writing in which the sums due for ghasdana and khirajat are included in one item. A separate bond for ten years on this subject has been passed to the Sircar. According to the condition of it I will send a Kamdar

every year to Baroda and discharge the amount. There shall be no deviation from this agreement. I, my sons, and their descendants from generation to generation, as many as shall manage Loonawara, will for ever abide by the above written agreement. A separate perpetual security bond has been passed which is to be abided by. There is to be no deviation from this. If a deviation should take place, I am an offender against the Sircar. This writing is true.

RANA FUTTEH SINGJEE.

*Somwut 1869, Cheiter Soodh 14th.*

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TRANSLATION of a BOND passed by JUSOO PHOOLJEE BHAUT, of MOONDA, to the Guikwar Government.

I, of my own free-will, pass this agreement to the Sircar on the subject of the ghasdana and khirajat of Futteh Singjee, Rana of the talooka of Loonawara, from Sunwut 1868, for ten years, viz., the ghasdana and khirajat together are fixed at Rupees 7,001 for one-year. The kistbundi has also been settled, and according to this I will every year settle at Baroda, and will pay the money according to the kistbundi. If by the will of God the payments shall be made four days sooner or later, interest shall be given at the rate of 1 per cent. per month.

*Particulars of the kistbundi.*

1st kist to be paid on 2nd Margseer Sood	}	Rupees 7,001.
2nd kist to be paid on 2nd Maha Sood		

According to this arrangement the money will be paid year by year. I will pay it regularly for ten years. If the periods of payment be extended, interest to be paid as above-mentioned, and if a Mohsul come from the Sircar, mohsulee and khurch and the pay of a kossid to be discharged. This writing is true.

BHAUT JUSOO PHOOLJEE.

*Summut 1874, Cheiter Soodh 14th.*

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No. VI.

AGREEMENT concluded with MAN SING PATUNKUR, dated the 10th August 1819.

As Man Sing Patunkur has repeatedly and earnestly entreated the aid of the British Government to effect a just settlement of his tributary claims from the petty States of Soanth, Rampoora, and Loonawara, in consideration of the friendly relation subsisting between the British Government and the Maharajah Dowlat Rao Sindia, and with a view to the preservation of peace and tranquility, and the

restoration to good order and eventual prosperity of the principalities of Soanth and Loonawara, both of which have been and are still so distracted by intestine commotions, and so harassed by foreign troops as to be in danger of utter desolation, Brigadier-General Sir John Malcolm offers to the consideration of Man Sing Patunkar the following conditions, assuring him that upon these terms only will the interference of the British Government be exerted in his behalf :—

#### ARTICLE 1.

The British Government will guarantee to Man Sing Rao Patunkur, as long as he is authorized by his Prince Dowlut Rao Sindia to receive it, his annual tribute from the States of Soanth and Loonawara, amounting to Babashae Rupees 19,000 per annum, of which sum the State of Soanth pays Babashae Rupees 7,000, that of Loonawara Babashae Rupees 12,000. This tribute will commence with the year Vikrumajeet 1876, or A. D. 1819-20. This tribute, the total sum of which is Rupees 19,000, shall be paid in two instalments, *viz.*, in Magh Soodh Poorun Masee, corresponding with December A. D. 1819, Rupees 9,500, and in Jesth Soodh Poorun Masee, corresponding with April 1820, Rupees 9,500. The British Government will also guarantee to Man Singh Rao Patunkur his arrears of tribute for the year 1875, or A. D. 1818-19, from the above-mentioned State of Loonawara, amounting to Rupees 700, if, on enquiry, the demand prove just. This arrear to be paid by instalments, of which the dates will be fixed hereafter. The period of liquidation not, however, to exceed two years.

#### ARTICLE 2.

Man Sing Rao Patunkur must immediately withdraw all his troops of every description, as well as all his Karkoons and officers, from these States, and on no account, for the future, exert any interference, either directly or indirectly, with the affairs or with the government of Soanth and Loonawara.

#### ARTICLE 3.

Man Sing Patunkur must relinquish, in favour of the Rajahs of Soanth and Loonawara, all claims to the villages he now demands, *viz.*, 70 from Loonawara and 42 from Soanth, which villages, it is acknowledged, have been forty years in their possession.

The above Articles have been agreed upon and settled this 10th day of August 1819.

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#### No. VII.

TRANSLATION of a WRITING from the CHIEFTAIN of BALASINORE to the COLLECTOR of KAIRA, dated 30th August 1820.

The Sircar has been pleased to furnish me with copies of the Opium Regulations, *viz.*, Regulation I, 1818, and Regulation II, 1820. According to these enact.

ments, I shall in my villages regulate the opium. Should any person, however, in breach of the Honourable Company's Regulations, import opium, I consent that any one on the part of the Honourable Company may seize the same in my talooka.

I shall make the Honourable Company's Regulations known to my ryots, and take care that they are respected.

Besides as to the opium required for the internal consumption of my country the people of my talukas shall bring it from such depot as the Sircar may prescribe and sell it by retail, according to such rules as may be in force in the Honourable Company's districts.

WUZOO MOOZMOAADAR,

on the part of BABEE ABAD KHAN SULABUT KHAN.

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No. VIII.

TRANSLATION of an AGREEMENT entered into by MAHARANAH VERISALJEE, RAJAH of RAJPEEPLA, and JAMES WILLIAMS, ESQ., RESIDENT at BARODA, on the part of the HONOURABLE COMPANY,—1821.

My representation is as follows :—

I have received possession of my country from the Guikwar government, but I am certain that without the aid of the British Government I shall not be able to make its settlement: therefore I myself and my father, both of us of our own desire, do agree to act upon everything relating to the settlement of all the affairs of my country in conformity with the advice of the Honourable Company. Whatever may be the desire of the Government I will act according to it. In conformity with this agreement whoever may be Chieftain of the country from generation to generation he will act.

*Dated Sumbut 1878 Assoondee, reckoning from the month of Assar Aswen Soodh the 15th, corresponding with October the 11th, A. D., 1821.*

SIGNATURE OF THE RAJAH.

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No. IX.

TRANSLATION of a FA'EL ZAMIN BOND by COOVERA WUSSAWA, of the SUKHBARRA PERGUNNAH, with MAHARANAH VEERASAL, RAJAH of RAJPIPLA, on the part of himself and other villages of the above pergunnah subject to his authority, &c., &c., his brethren, all those who reside within the limits of his pergunnah DHAROLA (or those who bear any kind of arms), ryots and all who reside in

the district of SUKHBARRA, of his own free-will, dated the 9th of Maha Soodh, Suniut 1878, corresponding with the 31st of January 1822.

#### ARTICLE 1.

I myself, my brethren, and all who reside in the villages of my pergunnah, will continue to reside in them, and remain in obedience to the orders of the Sircar, the same as ryots.

#### ARTICLE 2.

An exemption was anciently made from paying revenue from my pergunnah Sukhbarra, but the ancient veera (or taxes), dund furozee (or fines levied from criminals), &c., &c., and other levies, small or great, formerly paid to the Sircar, I will now pay. The customs of the pergunnah of Sukhbarra belong to the Sircar, and will be collected by its thannadar.

#### ARTICLE 3.

I will always obey the thannas which are now placed by the Sircar, and if any other thannas may in future remain or be sent, I will always pay obedience to the orders they may give me.

#### ARTICLE 4.

If I have become possessed of any village or land by force, or unjustly, I will restore it by the order of the Sircar. In future, I will not take possession of any village or land by force; but if any one is willing to give land to me, having informed the Sircar that such is the case and having obtained its order, I will take it

#### ARTICLE 5.

Whatever I justly owe, or whatever is justly owed to me, or whatever just right I may possess, whatever boundary dispute may arise relating to me, whatever claim I may have in the territories of the Honourable Company, in those of the Guikwar government, in those of the Rajpeepla government, or in any other districts, wherever they may be, I will make the same known to the Sircar, and will agree to whatever settlement it may make, and take accordingly. I will not distress the Patell or ryots of any village purbhara (or directly), nor take more than may be fixed by the Sircar, nor occasion any additional expense to any village beyond that fixed by the Sircar.

#### ARTICLE 6.

If from this time any robbery shall be made in any village, or any injury be offered to ryots, merchants, or travellers, and it is proved I am concerned or in fault, I will give a satisfactory answer to the Sircar.

#### ARTICLE 7.

I will seize any refractory persons, robbers, Bharwutteas, who may go out with a gang with the intention of committing depredations, plundering on the

highway, or to commit thansa, who may enter any place situated within my boundaries. If they are too strong for me, I will without delay give the necessary information to the Sircar, and having obtained the assistance of the Sircar, will seize them. I will not join any robbers or Bharwutteas, neither will I give them a hookah or water, nor allow any one to do so. I will not give them a resting place, or food, nor allow any one else to do so.

#### ARTICLE 8.

If any new persons, either a relation or a Purdeesee (or a person belonging to any place situated out of his own territory), may come to reside in my village having taken security from him, I will allow him to take up his residence. If any fault shall be proved against him, I will produce him before the Sircar. If it is proved that I secretly allow any person to remain, I will give an answer to the Sircar.

#### ARTICLE 9.

I will not entertain in my service any Purdeesee (foreign) Sebundy, either horse or foot. If it shall be discovered that I do so, I will give an answer, and will agree to whatever punishment the Sircar may impose upon me.

In conformity with the above-written nine Articles which I have given, I will continue to act; if in any respect a difference occurs, I will give an answer, together with the expense of *Roz Moksullee*, and whatever punishment it may please the Sircar to inflict, I will consent to. Besides the above, I will act in conformity to whatever orders may be issued by the Sircar, for which Mylo Wussawa, of the village of Roomalpooro, and Katreea Wussawa, of the village of Sumaree, are my perpetual Fa'el Zamin security; they will observe this themselves, and make me do so. Cano Fuqueero Wussawa, of the village of Vuraduvous, in the Baroach pergunnah, and Manglo Wussawa, of the village of Duroopulee, in the Sukhbarra pergunnah, are arr-zamin (or counter-security).

#### *Declaration made by the persons who have become counter-security.*

We, of our own free-will, become arr-zamin, that, in conformity with what is written above, we will give an answer, or cause one to be given, year by year, always as long as the authority of the Honourable Company, that of the Guikwar Sircar, that of the Raj Sircar, &c., &c., shall continue to exist.

WUSSAWA COORJEE OMUD

WUSSAWA MYLO POONJA

WUSSAWA CATREE HUDUA

WUSSAWA CANO FUQUEERO

WUSSAWA MONGLO DEEVVALUG

TRANSLATION of an AGREEMENT entered into by COOVEEREEA WUSSAWA with J. P. WILLOUGHBY, Esq., renouncing all claim to the GHOOONWALEE KHOONTEE on condition of receiving a pecuniary commutation from the GUIKWAR GOVERNMENT for the sum of Rupees one thousand per annum, dated Sumwut 1881, Cheiter Vud the 5th, corresponding with the 8th of April 1825.

I will never commit any depredation or dispute in the territories belonging to the Honourable Company, to the Guikwar, to Rajpeepla, or in any other talook (district), but will pursue a peaceable mode of life. On this point I formerly gave a writing to government with security for my good behaviour, which still continues in force. The Guikwar authorities at present collect the Khoontee of Ghooonwalee at Soonghur, the half of which belongs to me. I intrusted the settlement of this claim to government, promising to abide by its decision respecting it. Upon this government in its beneficence have agreed to obtain from the Guikwar government Rupees (1,000) one thousand per annum, in commutation of my half share of the Khoontee in question. To this settlement, of my own free-will and pleasure, I agree: from this time I will not make any dispute or depredation in the territories of the Honourable Company, the Guikwar, Rajpeepla, or any other district, but will live quietly, performing service according to the orders of Government; if any infraction of this agreement arises, I shall be an offender against government, and if for my offence government should confiscate my wuttun (entire estate) and Geeras, I relinquish my claim to the same. I agree to this stipulation for the satisfaction of government, and for my acting in conformity to this engagement, and pursuing a peaceable course of life, the securities given to my former engagement are in force. They will cause me to answer for myself or give an answer for me.

WUSSAWA COOVEEREEA OMED.

Witness:

ABDULLA KHAN BULLOCHE, *Jemadar.*

No. X.

TRANSLATION of an AGREEMENT entered into by the RAJAH of CHOTA OUDEYPORE, KARTICK SOODH 7th, NOVEMBER 21st, 1822.

The Rajah of Ouleypore acknowledges that under the protection of the Honourable Company's government he has subscribed to the yearly payment of ghas-dana to the Guikwar government, and that the following are the Articles for regular and systematic proceedings in future:—

#### ARTICLE I.

The Bheels or Koolees of the aforesaid talooka shall in no case commit any injury to the Sonkaira or Teelukwara or any other pergunnahs belonging to His

Highness the Guikwar, or to any taluka or town under the protection of the Honourable Company. This engagement is to be kept most rigidly, and in case of any depredations being committed and proved, the Oudeypore Chieftain to answer accordingly.

#### ARTICLE 2.

The irregular, quarrelsome Mewassees, disobeyers and rebels against government, incendiaries (Bharwuttea) and others of such character, shall not be sheltered nor allowed to be sheltered, in the Oudeypore pergannah, nor any assistance be afforded them.

#### ARTICLE 3.

No private quarrels shall be allowed to be prosecuted ; but if any talookdar has any difference with any zamindar, the same shall be referred to the Honourable Company's government, and the decision thereupon be final.

#### ARTICLE 4.

The public roads through the limits of the Oudeypore talooka shall be protected from all interruptions of commerce or risks of personal safety.

#### ARTICLE 5.

It is most strictly agreed to for this talooka that, in conformity with the orders of government, no opium shall be allowed to be smuggled, without the seal and pass of the Honourable Company, in the baggage of any travelling merchants ; and if any opium is found attempted to be smuggled, the said opium shall be seized and reported to government and disposed of agreeably to the orders then received. These are the five articles of agreement by which affairs are in future to be guided, and in case of any breach of these engagements, the Oudeypore Chieftain binds himself to answer the claim.

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TRANSLATION of a PAPER addressed to the SIRCAR by the CHIEFTAIN of OUDEY-PORE, RAJAH RAWUL PIRTHEERAJ, dated Asoo SOODH 10th, SUMWUT 1878, 28th JUNE 1822.

Of my own free-will and inclination I have agreed to make good yearly and pay through the mediation of the British Government the sum of rupees ten thousand and five hundred (10,500) to the Guikwar government, in the same manner that this ghasdana has been hitherto paid in Baroda. From this agreement there shall be no departure, and everything that concerns the above talooka, either good or bad, shall be transacted through the mediation of the British Government, and

I will remain a servant of the Company ; nothing contrary to this shall be done ; to this I affix my signature.

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TRANSLATION of the PERWANNAH given by HIS HIGHNESS SEEAJEE RAO GUIKWAR SENA KHAS KHEYL SHUMSHERE BAHADOOR, to the RAJAH of MAHA RAWUL PIRTHEERAJ, dated the 2nd of the 2nd Asso VUD, or 15th of the month of SUFFUR (October 31st, 1822).

Ghasdana is due from you to the Baroda government, and it is agreed under the mediation of the British Government and through the intervention of Mr. Williams, the Resident at Baroda, that the above to the amount of Rupees ten thousand five hundred yearly shall be paid by instalment as hitherto, and if at any time you suffer through the inclemency of seasons or foreign invasion, then the Baroda government shall exercise protection in the same manner that is agreed upon for Kattywar and Mahee Kanta.

Therefore remain at ease in your mind that no injustice shall be attempted against you, and attend to the improvement of your talooka, and your agents and Karbarees Gokul Bukshi and Sardooram Dubba and Babba Matur and Puroodas Vunravan Paruck and others, when coming or going on business connected with your government, shall suffer no kind of interruption or injury ; for this protection which is binding year by year for ever, the Honourable Company is guarantee.

Signed with both the seals of the Guikwar government.

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TRANSLATION of a LETTER from J. P. WILLOUGHBY, Esq., FIRST ASSISTANT in charge of the RESIDENCY, to MARAWUL PIRTHEERAJ, RAJAH of MOHUN, dated 11th DECEMBER 1822.

*After compliments.*—Your letter of Baderwa Soodh the 13th sent to Mr. Williams, the Resident, was delivered by your agent Moro Punt, and its contents are understood. The yearly payment of Ghasdana to the amount of Rs. (10,500) ten thousand five hundred the aforesaid Karkoon has paid for the year 1878, and has received receipts for the Warats, which will be delivered to you, and respecting this said sum of Rupees (10,500) ten thousand five hundred you have agreed to send your agent yearly to pay the same in Baroda under the mediation of the British Government, as it has been paid hitherto, and pledges of good behaviour have also been given by you, on which account the Guikwar government has given the Perwannah for the perpetual guarantee of the British Government ; therefore, be confident that so long as you fulfil your engagements you need apprehend no failure of these promises of protection.

J. P. WILLOUGHBY.

## No. XI.

TRANSLATION of a BOND signed and delivered to GOVERNMENT by MAHARANAH VERISAL, RAJAH OF RAJPEEPLA, dated at Nandode, the 10th of Falgoon Soodh, Sumbut 1879, A.D. 20th February 1823.

## CONTENTS.

We have of our free-will agreed to pay yearly at Baroda to the Guikwar government for yearly jummabundee and ghasdana the sum of Rupees (65,001) sixty-five thousand and one.

The three villages in the Thanna of Roond, viz., 1st, Roond, 2nd, Jehoor, 3rd, Kotara, and the zekaut (inland duties), and the five dumalla villages, Wurkavi, Poecha, Washna Huddabhang, and Kokulpore, and Koond near Balode, and the sirpao yearly payable to us from the Guikwar government and the town of Burun being all deducted, the sum total Rupees (65,001) sixty-five thousand and one is settled; the instalments to be paid in the months of Pous, Falgoon, Cheiter, and Bysack. In this manner from generation to generation, year by year, the sums shall be made good under the mediation of the Honourable Company and no deviation occur. On all matters of the abovementioned talooka whatever discussion on matters good or bad may arise, these shall be referred to the mediation of the Honourable Company, and we shall remain satisfied therein, nor shall there ever be a departure from this agreement. This we have written and signed.

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TRANSLATION of a GRANT of yearly allowances from the RAJAH VERISAL of RAJPEEPLA to RANEE SURUJEEOOVER BHAAE, dated at Nandode, the 10th Falgoon SOODH, Sumbut 1879, A.D. February 20th, 1823.

To Surujeeoover Bhace, Maharana Verisal, Rajah of Rajpeepla, has written and delivered; the illustrious Guikwar government and the Honourable British Government having in the performance of justice decided the sovereignty of Rajpeepla to be ours, and in their beneficence conferred entirely the honour on us, therefore we bestow upon you and on Pertab Sing and others under your protection a yearly gift at the rate of Rupees (700) seven hundred per month, total Rupees (8,400) eight thousand four hundred, as follows:—For your private expenses Rupees (200) two hundred per month, yearly Rupees (2,400) two thousand four hundred, and Wulligaom, in the Kuntaul pergannah, and Syaliguam, in the Ruttun-pore pergannah; whatever produce is derivable from these towns is yours and the towns delivered to you, and this monthly allowance and the produce of the towns remains yours for life; and for Pertab Sing and the rest a monthly allowance of Rupees (500) five hundred shall be regularly given, making a yearly total of Rupees (6,000) six thousand; at the rate of Rupees (8,400) eight thousand four

hundred a year, as it has been agreed upon and engaged to you so shall it be given, and do you continue to go on as you have written to us ; in this matter no changes shall occur ; this we have written and signed.

To Maharanah Verisal, Rajah of Rajpepla, Ram Sorajeear Bhye writes :— I am content to receive the yearly allowance and provision made for me and Pertab Sing and others under my protection through the mediation of the Guikwar government and by Mr. Williams on behalf of the British Government and will remain satisfied, nor have I any further claims whatever for myself or for Pertab Sing on the above-mentioned territory or the government thereof ; thus have I written and signed.

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### No. XII.

#### TRANSLATION of an AGREEMENT entered into by MAHARANAH VARISAL, RAJAH of RAJPEPLA, on 26th November 1823.

Formerly a dispute existed regarding the right to the guddee of my chieftainship, on which account the two great Sircars of Shreemunt Guikwar Sena Khas Kheyl Shunsher Bahadoor and the Honourable Company Ungrez Bahadoor having investigated the same decided my claim to be just, confirmed it, and delivered over to me the chieftainship. On this account, I, of my own understanding and free will and pleasure, subscribe to the under-written Articles of Agreement for my good behaviour :—

#### ARTICLE 1.

On the above-mentioned chieftainship are debts due to the Guikwar Sircar and to others. I have not means to bear the whole of this burthen, which is known to the Sircar. But whatever order I shall receive from the Resident at Baroda on the part of the Honourable Company to adopt any plan for the liquidation of the Guikwar debt, I will agree to, and act in conformity with, the same.

Whatever proportion of the resources of the State may be fixed to defray the expenses of the State at any time by the advice of the Resident, and an order given upon the subject, in conformity with it I will abide. In this I will make no difference.

#### ARTICLE 2.

A separate bond has been given regarding the annual ghasdana and jum-mabundee to be paid to the Guikwar government, according to which I will pay the sum. If in any year an Asmanee or Sultanee misfortune should really occur, then the Sircar, out of compassion, will make a remission in the tribute of that year according to the custom of the country.

**ARTICLE 3.**

The Company's Sircar has stationed in the above chieftainship a detachment of its sepoys for my protection. For the expenses of the same in whatever manner the Sircar may direct, I will agree, and pay in conformity with the same.

**ARTICLE 4.**

The Bheels and Mewasrees of the above talook shall not commit any disturbances in the districts of the Guikwar to the north and south of the river Nerbudda, nor in the Khaseh districts of the Honourable Company, or in their dependencies. I will keep the arrangements with them binding. In the above province from every village fa'el zamin security has been taken for its good behaviour. If any village has been omitted, security shall be taken from it and a proper settlement be kept. If any disturbance or injury is sustained, and the same should be proved against any of the inhabitants of my province, I will answer for the same, or cause an answer to be given for it.

**ARTICLE 5.**

I will not harbour nor allow any one to harbour in my talook disturbers of the public peace, Mewasrees, the criminals of both governments, and Bharwutteas. I will not, nor shall any other person, associate with them.

**ARTICLE 6.**

I will not commit acts of aggression against any one. If any dispute arises between me and any other talookdar or zemindar, I will make the same known to the Company's Sircar, and whatever order it may give respecting it I will abide by.

**ARTICLE 7.**

No one shall molest travellers passing and repassing through the limits of my talooks. I will take care that a proper settlement is made on this point.

**ARTICLE 8.**

In the above province reside Rajpoots and Grassias, who possess Geeras rights upon the Company's districts in the zillahs of Baroach and Surat. Regarding these, papers of agreement were taken from them by Mr. Willoughby, Assistant to the Resident. Whatever final settlement of these may be made in conformity with the same I will cause them to abide.

**ARTICLE 9.**

In conformity with the order of the Company's Sircar, opium shall not be clandestinely conveyed within the limits of my province by any merchants or travellers, concealed in any other merchandise, without the seal and order of the Sircar. I will keep a good arrangement in this respect in my talook. If any opium is clandestinely conveyed I will seize it, and make the same known to the Sircar; whatever order the Sircar may give relating to the opium arrangements I will abide by.

In conformity with the above written nine Articles I will always act from generation to generation ; if in this respect any difference arises, I will answer for the same. My talook is security for my acting in conformity to what is written above. What is written is true.

SEAL AND SIGNATURE OF THE RAJAH,

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No. XIII.

SIGNATURE of JEEJEEBHAAEE KAMDAR.

ENGAGEMENT entered into by RAJA PIRTHEE SINGH, of BARRIA, and KAMDAR RAWUL JEEJEEBHAAEE with CAPTAIN ALEXANDER MACDONALD on the part of the HONOURABLE COMPANY,—1824.

I agree of my own free will to pay to the Honourable Company without failure, exclusive of the fixed tanka, the sum of Rs. 500 per mensem, or Rs. 6,000 per annum, for the maintenance of the cavalry and infantry stationed with me for the protection of the country. Besides this sum the established tanka will be regularly paid by instalments. The pay of the horse and foot, amounting to Rs. 500 per mensem, to commence from the 1st January 1824, or Sumwut 1880.

Dated 24th January 1824.

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No. XIV.

AGREEMENT between the BRITISH GOVERNMENT and MAHARAJ PIRTHEERAJ, RAJAH of BARRIA, his HEIRS and SUCCESSORS, concluded, in MARCH 1824, by CAPTAIN A. MACDONALD on the PART of the BRITISH GOVERNMENT and by RAWUL JEEJEEBHAAEE on the PART of the RAJAH of BARRIA,—1824.

ARTICLE 1.

The Rajah Pirtheeraj, having agreed to pay the British Government an annual tribute for its protection, will make no delay or evasion in fulfilling his engagement.

ARTICLE 2.

The British Government, in consideration of the debts of the petty State of Barria, will accept the sum of Shalim Shaee Rs. 12,000 annually as tribute for six years, from the year Sumwut 1880 (corresponding with A.D. 1823-24) to Sumwut 1886 (corresponding with A.D. 1829-30).

### ARTICLE 3.

This tribute shall be paid by instalments as follows :—

For the year Sumwut 1880 (A.D. 1823-24), Shalim Shaee Rs 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1881 (corresponding with July 1824).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1881 (or November 1824).

For the year Sumwut 1881 (A. D. 1824-25), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1882 (corresponding with July 1825).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1882 (or November 1825).

For the year Sumwut 1882 (A.D. 1825-26), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1883 (corresponding with July 1826).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1883 (corresponding with November 1826)

For the year Sumwut 1883 (A.D. 1826-27), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1884 (corresponding with July 1827).

Second instalment, Shalim Shaee Rs. 6,000 to be paid in Kartick Soodh, Sumwut 1884 (corresponding with November 1827).

For the year Sumwut 1884 (A.D. 1827-28), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1885 (or July 1828).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1885 (or November 1828).

For the year Sumwut 1885 (A.D. 1828-29), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000 to be paid in Assar Soodh, Sumwut 1886 (corresponding with July 1829).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1886 (or November 1829).

### ARTICLE 4.

After the expiration of the period above mentioned, the tribute shall be increased in proportion to the amount of the revenues.

MAHARAJ SHREE PIRTHEERAJ GUNGADASJEE.

Confirmed by the Governor-General in Council on the 20th April 1824.

## No. XV.

TRANSLATION of a FA'EL ZAMIN Bond taken by J. P. WILLOUGHBY, Esq., for the  
GUILKWAR GOVERNMENT, from BAJEE DAIMEE, VAJAO DAIMEE, MEWASSEES  
of TILLUCKWARRA, including their families, relations, and dependants, dated  
the 14th of Falgoon, Sumwut 1881, corresponding with the 18th March 1825.

In consequence of our improper conduct coming to the notice of government, a force was equipped against us, which inflicted punishment upon us. Now, through the beneficence of government, we have been directed to reinhabit our villages and to conduct ourselves properly for the future according to the orders of government, after the manner of ryots. Agreeing to this order, we, of our free-will and pleasure, and in our right senses, subscribe to the under-mentioned Articles of agreement :—

## ARTICLE 1.

We will reside in the country belonging to the government after the manner of ryots, and transact our business in an equitable way. We will not commit any depredations, or make any dispute with any one residing in the districts of the Guikwar government, of the Honourable Company, of Rajpepla, Chota Oudeypore, Gurh, or any other talookdar ; we will act in obedience to the instructions of the thanmas of government which at present exist, or may in future exist.

## ARTICLE 2.

We will pay whatever revenue is due on account of the villages of Tilluck-warra belonging to government, and will pay according to the custom of the district the levies put upon Oopurwurcea land, besides salamee and babtees according to annual custom.

## ARTICLE 3.

We have given to Mr. Willoughby a written paper giving an account of our just rights, lands, and claims upon persons residing in the districts of the Guikwar government and Rajpepla. In whatever manner government may arrange such of these as on enquiry shall appear to be just, we will agree to the same, for ourselves and posterity from generation to generation ; according to this settlement we will abide, and receive whatever government may choose to give us.

## ARTICLE 4.

In several villages we have lent money and taken writings for Geeras in lieu thereof ; we admit that we have no claim for the Geeras in question, and we will agree to whatever arrangement government may make for the repayment of such

sums we have lent as on enquiry may be found to be just. From this time we will not make any dispute on this subject with the inhabitants of the villages in question. In future, if any dispute arises with any one regarding money transactions, we will petition the government, and act according to its order respecting the same; we will not directly make any dispute in future with the inhabitants of the villages, and not take more than that awarded to us by the government arrangement, nor will we cause expense to fall upon any village ourselves direct.

#### ARTICLE 5.

We will restore whatever villages and lands, situated in the districts of government or in those of the talookdars, we may be found to have unjustly possessed ourselves of, when government gives an order to that effect. In future, we will not, without the permission of government, either take on mortgage, buy, or receive as a gift, villages, lands, Pusaeta, or Geeras from any one.

#### ARTICLE 6.

We will not associate with rebels and disturbers of the public peace of the districts of the Guikwar and the Honourable Company, of Rajpeepla and the other talookdars; we will not afford them an asylum, or permit any one to harbour them in our villages, or give them food, or allow any one to do so. If we are able, we will seize and deliver them over to the custody of government. If it is proved that we do associate with any person of the above description, we will become answerable for the claims upon him, and for a fine for doing so; if any robber is traced to our villages, we will carry on the trace to the next village, and establish the same upon it, otherwise we will produce the criminal and restore the property, stolen.

#### ARTICLE 7.

To satisfy government for the due performance of the above-written Articles Bajee Daimee agrees to reside at Baroda for a period of five years from this date, living upon his own means; if it appears to the satisfaction of government, in the course of five years, that we act in conformity to the above-written agreement, and no infringement of the same occurs, then whatever orders government may issue regarding releasing the hostage will be obeyed by us. In conformity to this writing he will remain as a hostage.

In this manner seven Articles of agreement have been written. If any infraction of the same takes place from this time, whatever punishment government may award we will agree to. For this agreement our Wutun (estate) and Geeras is security; Rowjee Bawa Gymul Sing Bharote, inhabitant of the village of Tanjoolja, of the Baroda pergunnah, is perpetual security both for our good behaviour, according to what is written above, and for our personal appearance; and Rana Abeh

Sing, of the Cusbah of Ahmood, and Rhatore Saheb Khan, of Veejeria, are counter-securities for the same. In conformity with what is written above they will act and cause us to act; they will be answerable for claims upon us, and cause us also to be so.

for BAJEE DAIMEE

by the MEHTA of the Thakoor of AHMOOD.

VEEJOO ditto.

ROWJEE BHAROTE.

RANA ABEH SING

by his karbaree MEHTA HURRY RAM DYARAM and

RANA KEESEE SING SUJAN SING.

SAHEB KHAN,

*Thakoor of Veejeria.*

## No. XVI.

TRANSLATION of a MEMORANDUM from the GAEKWAR pertaining to arrangements for the settlement of the MEHWASIS of REWA KANTHA,—1825.

MEMORANDUM of ARTICLES of ARRANGEMENT regarding the Mehwasis of Rewa Kantha. Sur San year 1226 (A.D. 1825-26).

1. The following is the list of the Mehwasi zamindars in mahals :—

(i) 1. In the pargana of Sinor :—

1, the village of Sanor.

3, three villages of Mandwa-man (Mandwawala)—

1, the village of Mandwa.

1, the village of Nandiria.

1, kasba Chandod, half authority (nime amal).

(ii) 1. In the pargana of Sackhera :—

1, twelve villages and four hamlets (pure) in the said pargana belonging to him of the village of Naswari (Naswariwala).

1, the villages of him of the village of Agar (Agarwala)—

1, the village of Agar.

1, the village of Sisan.

(iii) 1. The following are the mehwasi villages in the pargana of Tilakwara, as stated by the kamavisdar :—

1, the village of Wajiria.

1, the village of Palsoni.

1, the village of Chureshwar.

1, the village of Jiral.

1, the village of Bhiloria.

1, the village of Uchar.

1, the village of Paragaon.

1, the village of Nalia.

1, the village of Bhalodra

(iv) 1. No list of zamindar and mehwasi villages in the pargana of Saoli has been received from the kamavisdar; therefore, the villages of the zamindar mehwasis of that pargana shall be ascertained according to the five following articles, and the settlement of these shall be made through the Saheb Bahadur.

(v) 1. Ten villages of the Dasgaonkar girasia.

The villages of the melwasi zamindars of the aforesaid mahals have been mentioned above. If there be other villages besides these, enquiry should be made regarding them. Those mehwasi villages alone, which have from former years been in the management (wahiwat) of the zamindars on fixed amounts, will be enquired into and determined under articles as follow :—

#### ARTICLE I.

1. If a village has talpad and wanta lands in it, and the management is held by the zamindar accordingly, though the zamindar pays a fixed amount to the sarkar, still the village belongs to the sarkar, for the reason of there being talpad lands in it.

#### ARTICLE II.

2. If there be any village the talpad lands of which have been given to the zamindar for a fixed amount including payments for wanta lands, and the arrangement has continued for a long time, the village will remain with the mehwasi. The revenue of it will be fixed according to the present arrangement

### ARTICLE III.

3. Should any village have been leased out by a kamavisdar to a zamindar, and the zamindar thereafter have been improperly paying the same amount, and the kamavisdar have been allowing the same payment to go on, the village does not belong to the girasia, it belongs to the sarkar.

### ARTICLE IV.

4. If a village has been for a long period in the management of a zamindar, and the management has come to him from his ancestors or other girasias, then for the reason of such long management, the management shall remain with him. The revenue of it to be fixed according to the present arrangement.

### ARTICLE V.

5. If in a village the zamindar has wanta lands, and he holds also talpad lands given by the sarkar forty or fifty years ago, or by former authorities, and if there exists record of the same, the village will remain with the zamindar. The amount payable to the sarkar to be fixed under the present arrangement.

Thus are (to be ascertained) the mehwasi zamindars. The settlement of the amounts payable by them (to be as follows) :—The half authority (nime amal) of the sarkar of Thana Chandod, the direct (kachi) management of which has been in the hands of the kamavisdar, is to continue as at present. As regards the settlement relative to the villages of mehwasi zamindars, the amounts (payable by them) shall be permanently settled after taking into account ten years' amounts including kharajat \* and babbatis,\* and excluding the years of Asmani Sultani (acts of God and king); if Asmani Sultani years be included, no deductions on account of Asmani Sultani would be allowed in future. In this manner the settlement is to be made through the Saheb Bahadur in communication with the sarkar. If in any case a zamindar is completely impoverished, then, in communication with the sarkar, a five years' agreement is to be made at present with him, commencing with smaller payments until the fifth year, from which the full amount of the sarkar jamabandi is to be paid. In this manner two modes of settling the jama have been laid down. The adhikari † saheb should arrange accordingly. If in any case a zamindar is unable to arrange for the amount of the jamabandi, settled in either of the above-mentioned modes, then the adhikari saheb, in communication with the sarkar, should make permanently the arrangements he may deem fit for the future. And the following is the arrangement according to which, in conformity with the settlement the mehwasi zamindars of the several parganas shall yearly pay to the kamavisdars of their respective parganas the amounts

\* Extra cesses.

† *Adhikari*—Office, duty, superintendence, Government (*Wilson's Glossary*).—The words here refer to Mr. J. P. Willoughby, who, at the time this agreement was drawn out, was Assistant to the Resident at Baroda.

uninterruptedly, according to the established instalments, and without asking for remission, furnishing securities therefor—

- (i) 1. The Thakrat villages of respectable zamindars :—

1, the village of Wajiria.  
 1, the village of Maidwa.  
 1, the village of Agar.  
 1, the village of Dasgaon.  
 1, the village of Sanor.  
 1, the village of Naswari.  
 1, the village of Palsoni.

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These seven are Thakrat villages ; if besides these there be other Thakurs of large holdings, they shall pay their amounts annually according to the settlement through the Resident to the kamavisdar.

- (ii) 1. As regards the remaining small mehwasi villages, the mehwasi holders thereof shall pay the amounts as settled according to the established instalments. Should any one make difficulties, the kamavisdar is to make the same known to the Adhikari Saheb and collect the amount through the Saheb Bahadur.

Arrangements should be made as written above.

2. The following are articles of arrangements regarding the aforesaid mehwasi zamindars :—

- (A) 1. What giras, wanta, dan, and rakhopa zamindars have been up to this time receiving from villages of mahals, will be caused by the sarkar to be given accordingly. There shall be no increase. Zamindars may present yadis falsely raising old claims. If the enjoyment by the zamindar has ceased within ten years and dispute regarding the same arise, proper enquiry will take place and the matter will be settled through the Saheb Bahadur in communication with the sarkar. If zamindars present yadis raising claims older than ten years, the sarkar will not be answerable for the same. In a village in which a zamindar has been receiving rakhopa,\* he shall render the rakhopa † service to the village accordingly. If the village suffer loss, he shall make good the same according to rakhopa custom.

- (B) 2. Articles of arrangement in view to prevent molestation to the villages of mahals from girasias mehwasis :—

- (a) 1. Outlaws (barwatias) and thieves of the mahals shall not be sheltered ; they shall not be given lodging and food. If thieves of

\* Protection money.

† Protection.

zamindar villages commit thefts and robberies and disturbances in the sarkar mahals, and loss arise to the mahal, the zamindar concerned shall give compensation for the thefts and robberies with penalty according to the custom of the country ; or he should point out the footprints (of the thieves) with evidence ; if not, he shall pay compensation for the loss as above provided.

- (b) 2. The giras items (babats) that have been received from the mahals, shall be received (by the girasias) as will come to be arranged. In this respect no injury shall be caused to the ryots of the mahals by committing excesses against the ryots. Should loss be caused, the same should be made good.
- (c) 3. Giras or ranwatia and wechan and pasaita, enjoyed by girasias of mahals residing in a zamindar's village, shall be continued as heretofore. In this matter they shall not cause injury to the villages, or commit excesses. If injury be done to the ryots of the villages of mahals, the zamindar in whose village the girasias may be residing, shall give compensation with penalty, or shall deliver up the girasias to the sarkar.
- (d) 4. The mehwasis girasias are in the habit of carrying on feuds among themselves. This shall not be done. If done, no sarkar mahals should suffer loss. In short, no mutual feuds and consequent disturbances shall take place without the orders of the sarkar.
- (e) 5. If robbers of zamindars' villages enter sarkari villages occupied by ryots, for purposes of robbery, and any affray ensue between them and the villagers, and any of the robbers are killed, no claim shall be made for ranwatia for the same on the villagers.
- (f) 6. Zamindars have the power of retaining or expelling Rajputs, Kolis, etc., whom they may have kept in service in their villages, either on pasaita or monthly pay, and others residing therewith. But as these turbulent people when expelled commit barwatias \* and other disturbances, and cause injury to the sarkar mahals, they, if to be expelled, should be bound over by good ar zamin and fail zamin, so that they may not, in future, cause disturbances and thereby loss to the ryots. If this be not done and disturbances occur resulting in loss to the sarkar mahals, the same shall be made good by the zamindar and precautions shall be taken for the future.
- 3. The boundaries of the villages of mahals will continue to be what they have hitherto been. Should a dispute arise anywhere regarding boundary lands of villages of the sarkar mahals, and the boundary lands of villages of zamindars, both sides should be heard and decision should be arrived at in communication with the adhikari saheb ; or if both sides come to a settlement regarding the

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\* Outlawries.

lands through arbitrators (panch) and pass razinama, there shall be no need for intervention. In such matters no injuries or excesses should be committed in the villages of the sarkar mahals. And if zamindars have anywhere encroached upon the boundary lands of villages of mahals, or possessed themselves of the same within the last ten or five years, those lands shall not continue with the zamindars. This matter should be enquired into and settled.

4. The management and enjoyment of zamindars' wantas that may be in the sarkar mahals, shall continue as heretofore. No disturbance should be made with regard to the talpad lands, nor should they be encroached upon. And in those villages in which it has been customary from former years to take waje \* on wanta lands, the same shall be levied on lands under cultivation ; and the sarkar salami † on the said lands shall be paid as heretofore. And upon those wantas on which it has been customary to take cash rate per kumbha, the same shall continue to be taken. No increase shall be made. And if wanta lands or wanta income and giras have been assigned to village people, sarkar babastas,‡ zamindars, sowlarks, etc., in liquidation of debts contracted from them, or if the same has been assigned to sarkar ryots and other babastas in ranwatia or for any other purposes, the zamindars shall abide by the same. No hindrance should be made thereto. No claim for more than what has been customary from former years will be listened to. If a sarkar kamavisdar and villagers have encroached upon zamindars' lands or any other item (bab) within ten years, and if the zamindar properly proves the same by written evidence, the Saheb Bahadur will decide the matter in communication with the sarkar ; and if a zamindar offers hindrance to the possessors of giras wanta, etc., which he may have assigned, as above described, to sarkar ryots and babastas, etc., in liquidation of debt, or in ranwatia, the Saheb Bahadur will from time to time make a just enquiry and give orders.

5. The zamindars, in their respective villages, have authority § over the population of the same ; but no oppression or injustice should be committed on respectable persons, Sowlarks, Brahmins, and other peaceful castes. If committed, warning being given in the usual way, arrangement should be made.

6. Whenever the sarkar sawari proceeds for the purpose of bathing, etc., to the Rewa (Narbada river) ; it is customary, on such occasions, to take from the zamindars nazarana and presents (far farmas). The zamindars shall continue to give accordingly. If any of them is impoverished, sarkar will modify (its demand), and show consideration to him.

7. The zamindars shall not, in future, acquire new lands in sarkar mahals by purchase (wechan), or in pasaita, or in any other way, without the permission of the sarkar. The girasias mchwasis are a turbulent people ; their footing in the sarkar jurisdiction (amal) ought not to increase. In this matter the sarkar will issue orders to the ryots of mahals also.

\* Share of the produce.

† Quit-rent.

‡ Dependents.

§ Akhtiar.

8. The zamindars have authority over lands given by them in pasaita or for maintenance to Brahmins, Bhats, and other mendicants ; but they shall not resume, without fault, old grants and those made for religious and charitable purposes.

9. The Brahmins of Chandod and other traders are in the habit of going every year to the hills to cut timber and bring the same in rafts for traffic. On this timber the mehwasis will levy the customary duty ; further exaction is not to be made. If more is exacted from the traders, they do not bring rafts (of timber) ; and thereby loss is caused to the sarkar. In this matter orders should be issued to the mehwasi zamindars.

10. Permanent arrangements for the payment, every alternate year, of the jamabandi of the Rewa Kantha Mulukgiri from those who have been paying it, and in the manner in which it has been paid, including kharajat and babbatis, are to be made through the Saheb Bahadur. Respecting this a memo. of the past practice will be separately given.

11. If a mehwasi zamindar has no issue, the custom regarding adoption is to make the adoption with the cognizance of sarkar on payment of nazarana. And if a zamindar dies, the legitimate son of his body succeeds to his place with the cognizance \* of the sarkar. Such is the continuous practice. It shall, in future, continue accordingly, with the cognizance of the sarkar.

12. The pargana of Saoli Mahal is given to Mir Amin-ud-din Husen Khan Bahadur as service jahgir for silodari establishment and the pargana of Tilakwara to Ram Rao Anaji as jahgir for the paga under him ; both these districts are thus assigned by sarkar in dumala. If the jahgirdars of these mahals raise a question in view to having other jahgirs in exchange, in consequence of the amounts of the jamabandi payable by girasias mehwasis of the two mahals, and arrangements regarding them having been made through the Adhikari Saheb, the same will not be listened to. The amount of the jama payable by respectable zamindars shall be paid through the Resident Saheb Bahadur to the jahgirdars, and the amount due from small mehwasi villages shall be paid as above provided for.

### No. XVII.

#### TRANSLATION of a FA'EL ZAMIN or SECURITY BOND of 15 ARTICLES.—1826.

To SHRI SARKAR SHRIMANT GAEKWAR SENA KHASKHEL SAMSHER BAHADUR, and the SIRKAR the HONORABLE ENGLISH COMPANY BAHADUR, through J. P. WILLOUGHBY, ESQUIRE, Political Agent, Rewa Kantha and zilla Pawagar.

Written by Chuwan Dajibawa Khushalbawa, of the village of Dhamsiya Wanmala, pargana Sankhera, and others, together with brethren and relations

who may be living in the said or other villages, and shareholders and all others of the village residing within the gates and in Waras, including Dharalas, and (those living in) Muwaras, etc., together with Palwar of villages. We of our free will and in the full possession of our senses, pass to the sarkar this perpetual security bond. The articles thereof are as follows :—

1. From former times we were in the habit of managing the said and other villages and lands, respecting the authority, and obeying the orders of the sarkar. We will do the same, behaving like peaceful ryots. And whatever settlement may be made in the presence of the Sahab Shri regarding the sarkar jamabandi, ghas dana and other proper hucks hitherto paid by us, the same we agree to ; and we will make payments accordingly from year to year. And we will pay from year to year the revenue (dan) on uparwaria lands and the salami on wanta, etc., as we have been paying from former years. And we will pay the hucks of the buckdars according to custom.

2. Residing as ryots in the territory of the sarkar, we will carry on our proper occupations and agriculture. We will not make a feud with any one, or breach of the peace in the sarkar mahals, and in the talukas of the talukdar zamindars, and among ourselves. We will behave in conformity with the orders issued to us by the existing sarkar thanas and by others that may be established hereafter.

3. We will give in writing to Saheb Bahadur a detailed memorandum of our rightful hucks and giras and wanta and dan and rukhopa as have continued heretofore, and of debts due to us by persons in the sarkar mahals, and in the talukas of talukdar zamindars, wherever the same may be. On enquiry being made regarding these, whatever may be found just and true and whatever way the Saheb Bahadur may fix about it, the same shall be binding on us hereditarily, including our brethren and relations. We will abide by whatever the sarkar will cause to be given, and take it as a favour. Should perchance a boundary dispute with anybody arise, we will make the same known to the Saheb, and will abide by what the Saheb may decide after considering the justice of the case.

4. We may have, by giving loans, got any one's village, lands, and giras written over to us. Whatever way the sarkar may settle with regard to the amount of the debt that may be justly proved to be due to us, the same we will abide by. We have no claim to the said village, lands, and giras. In this matter we will have no dispute with the mukhi and the people of the village (concerned). Should perchance a dispute arise in future with any one regarding pecuniary transactions, we will petition the sarkar and will receive what the sarkar may decide to be given. We will not have a direct dispute with the village people, and will not take more than what may be decided by the sarkar to be given. We ourselves will not subject the village to direct expense.

5. Should it come to notice that we have encroached upon anybody's village, and \* by force possessed ourselves of the same in the sarkar mahals or in the talukas, etc., of talukdar zamindars, and if the sarkar order us to restore the same, we will do so. Hereafter we will not get written over to us anybody's village and

\* Here "and" is evidently meant for "or."

land and pasaita and giras in mortgage, by purchase and by gift without the order of the sarkar.

6. We will not associate with offenders and barwatias of the sarkar mahals and of the talukas of talukdar zamindars. We will not harbour any criminal or turbulent character, nor allow any person in the village to do so. We will not give (such persons) lodging and food, nor will allow the same to be given. If any such person fall into our hands, we will seize him and make him over to the sarkar. Or if it be proved that we have associated with any such person, we shall be answerable for all liabilities together with penalty. Should footprints of thieves be traced to our villages, or within our limits, we will carry the track on to another village and establish the same against it, otherwise we will produce the thieves and pay compensation for the stolen property. We will not associate with thieves nor ourselves go to steal. If we come to know of thefts or other offences committed by persons of other villages, we will immediately inform the sarkar of the same. If we fail to give information, we shall be answerable in penalty. We shall be answerable if persons from our villages go to commit thefts in the villages of the sarkar mahals and of talukdars. If they are killed, we will not claim ranwatia from the villagers, nor will we allow such a claim to be made.

7. If a girasia of any place have come and resided or should come and reside in our villages, and if his giras or ranwatia and wechan and pasaita, wherever the same may be, do not continue, we will make the matter known to the sarkar. We will not allow him to make any disturbance direct. If we fail in doing this and injury ensue, we will be answerable for it, or we will deliver up the girasia to the sarkar. With regard to Rajputs, Kolis, etc., who are in our service or who may be employed by us hereafter, we shall keep them in service after making such arrangements as will prevent their making a disturbance anywhere, while in service or after dismissal, for any alleged claims against us; otherwise we shall be answerable for the consequences.

8. If from our ancestral lands or coparcenary shares we have assigned to any one giras or wanta or pasaita for debt or in ranwatia or in gift, we will not take back the same without discharging the debt and \* assigning something else instead. We will continue the giras and maintenance (aida), etc., of our brethren, relations, etc., as the same may have continued heretofore. We will make no change therein. In both these matters should there be a dispute, we will represent the same to the Saheb, and act according to any just order that may be passed. We will not unjustly molest any respectable Sowkars and Brahmins and other peaceful persons in our villages.

9. We will not molest traders and others passing to and fro on roads. We will make arrangements to protect the roads. If any injury ensue within our limits we will produce the person causing the same, or be responsible for the same. We shall not take from any traders or others, gadai or other huck in excess of the custom.

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\* Evidently meant for "or".

10. When any persons connected with the sarkar, or when troops pass we will within our limits arrange for watch, and give guide and guard according to the custom of the country, and conduct them safe beyond our limits. We will not fail herein.

11. We will discharge the Sibandi whether of horse or foot, Sindhis, Arabs, Malfranis, and Pardeshis, that may be in our service, and will not in future entertain any foreign sowars and footmen, nor allow any one to do the same. If it be proved that we have hereafter employed (any such persons), we shall be answerable in penalty, and we agree to any punishment the sarkar may award.

12. In conformity with the wishes of the Honorable Company Sarkar, we will make effective arrangements within our limits not to allow opium passing clandestinely concealed in traders' goods or openly, without sarkar's permit or stamp. If any persons carry opium clandestinely, we will seize the same and bring the matter to the notice of the sarkar. And with regard to arrangements relative to opium we will act according to such orders as the sarkar may issue.

13. Besides the above articles, we will act according to any orders the sarkar may issue. We will produce any person whom the sarkar may order to be produced for the purpose of giving answers regarding money transactions or any other matter whatsoever, and for giving evidence as witness.

14. If a sarkar mehta \* and a peon be stationed in our villages for the maintenance of arrangements we will acquaint him with all particulars and the accounts of the village, etc., for the purpose of his taking down the same in writing according to the sarkar rules. We will not say anything contrary to this.

15. This agreement is to continue in force from generation to generation in perpetuity. Therefore we agree that if a son survive us he will assume the management in our stead with the knowledge and sanction of the sarkar. If we have no son to be heir, and if we contemplate to adopt a son, we will petition the sarkar and act according to its orders.

In this manner we have passed these fifteen articles. We from generation to generation will act in a peaceful and proper manner in conformity therewith. If we fail in this we will submit to any punishment that the sarkar may award. For the due fulfilment of this agreement we pledge our watan, lands, giras and other property as security. And for our peaceful and proper observance of what is written above we give as Fail Zamin and Hazar Zamin, Barot Rao Jibawa Ghemalsang, of the village of Tandalja, pargana Baroda, and Barot Waju Kanaksang of kasba Sankhera, and we give as continuous and perpetual Ar Zamins Rathor Saheb Khan Rahim Khan, of the village of Wajirija, pargana Sankhera, and Thakur Jitsangji Ramsangji, of the village of Naswari, pargana Sankhera, and Rathor Jesangbawa Motabawa, of the village of Wora, pargana Sankhera. They will fulfil and cause to be fulfilled (the agreement). They will from genera-

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\* Means either a clerk or village accountant.

tion to generation satisfy and cause to be satisfied liabilities without reference to the principals (ghar gharao). This is assented to.

Dated 8th April 1826. (A. C. Chitra Shudh 1st, Samvat 1882.)

1. Here signature.

1. Here attestation.

Written by Chuwan Daji Bawa Khushal Bawa, of the village of Dhamsiya Wanmala, pargana Sankhera, together with brethren and relations and all the villagers residing within the gates and in waras.

1. Securities Rao Jibawa Ghemalsang, inhabitant of the village of Tandalja, pargana Baroda, and Barot Wajubhai Kanaksang of Sankhera. We of our own free will have become, as written above, continuous and perpetual Fail Zamin and Hazar Zamin from year to year. This is assented to.

Signature and seal.

AR ZAMINS.

Rathor Saheb Khan Rahim Khan, of the village of Wajiria, pargana Sankhera, and Thakur Jitsangji Ramsangji, of Naswari, pargana Sankhera, and Rathor Jesangbawa Motabawa, of the village of Wora, pargana Sankhera. To wit: We of our own free will and in the full possession of our senses have become Ar Zamins to the sarkar in perpetuity, continuous from year to year and from generation to generation, for peacefully and properly fulfilling and causing to be fulfilled what is written above. If the principals do not satisfy according to the above writing such demands as the sarkar may make, we jointly and severally, without reference to the principals (ghar gharao), will be answerable for the same. What is written is assented to.

1. Written by Rathor Sahebkhan Rahimkhan, of the village of Wajiria. What is written above is assented to.

1. Written by Thakor Jitsangji Ramsangji, of the village of Naswari. What is written above is assented to.

1. Written by Rathor Jesangbawa Motabawa, of the village of Wora. What is written above is assented to.

Executed in my presence at Sankhera, the 8th April 1826.

J. P. WILLOUGHBY,

*Political Agent.*

## No. XVIII.

TRANSLATION of a NOTE from A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER and RESIDENT at BARODA, to the address of the following RULERS of the different STATES placed under his POLITICAL SUPERINTENDENCE, dated 3rd April 1840, *viz.*—

- To MAHRAVUI GOOMAN SINGJEE, of Oodeypore.
- To MAHRAVUL PIRTHEERAJJEE, of Deogurh Barria.
- To MAHARANAH FUTTEH SINGJEE, of Loonawara.
- To RANAH BHOWANY SINGJEE, of Soanth.
- To THAKOOR JALUM SINGJEE, of Bhadurwah.
- To THAKOOR SIRDAR SINGH, of Wankaneer\*.
- To MAHARANAH VERISALJEE, of Rajpeepla.

Under instructions received from the Resident of Baroda, conveyed to me in his letter, dated 11th March 1840, I write to inform you that it having come to the notice of that officer that a British subject born in Rutnagherry but residing at Baroda, died, and his widow immolated herself in observance of the rite of suttee, which the Guikwar Government took no measures to prevent, the Political Commissioner addressed a note to His Highness deprecating the occurrence, and suggesting that as the British Government had, after full consideration, abolished the rite of suttee in its own territory, His Highness should introduce a similar arrangement within his own, to which His Highness replied that, according to the request of the Resident, he would cause proper arrangement to be made, and this concurrence being communicated to Government, it was pleased to declare that no act could have been performed more acceptable to it than the abolition of suttee. I beg to state that it appears to me advisable you should take measures to prohibit the practice in your own State, in respect to which, as the British Government are most intent on the speedy abolition of this rite, you will have the goodness, after full consideration of the above, to favour me with a reply.

A. REMINGTON,  
*Offg. 1st Asst. Polt. Commr.*

TRANSLATION of a NOTE addressed by MAHRAVUL GOOMAN SINGJEE to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT and RESIDENT at BARODA, dated Cheiter Vud 5th, Sumbut 1896.

After recapitulation of the contents of the note addressed by the Officiating 1st Assistant Political Commissioner on the subject of the arrangements made

\* This State (not to be confounded with the Salute State of the same name in the Western India States) was separated from Bhaderwa about 1818 and granted to Thakur Sardar Singh, but was again amalgamated with Bhaderwa in 1840.

by the Guikwar Government to abolish the rite of suttee in its territories on the 3rd April 1840, the Mahravul states as follows:—Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall, agreeably to the suggestion contained in your note, enjoin its discontinuance in the State of Oodeypore.

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TRANSLATION of a NOTE addressed by MAHARAVUL PIRTHEERAJEE, of DEOGURH BARRIA, to A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter VUD 11th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall enjoin its discontinuance in my towns and villages and prohibit its future observance.

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TRANSLATION of a NOTE addressed by MAHARANAH FUTTEH SINGJEE, of LOONAWARA, to A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 15th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I have, conformably thereto, issued a proclamation to inform the people residing in my districts, and will further make suitable arrangements in the matter.

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TRANSLATION of a NOTE addressed by RANAH BHOWANY SINGJEE, of SOANTH, to A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated 12th May 1840.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will make arrangements in my territory to prohibit the future observance of suttee.

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TRANSLATION of a NOTE addressed by THAKOOR JALUM SING of BHADURWAH to A. REMINGTON, Esq., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will, agreeably to the wishes of Government, prohibit suttee in my territory.

JALUM SING.

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TRANSLATION of a NOTE addressed by THAKOOR SIRDAR SING, of WANKANEER, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will prohibit the practice in my districts and make suitable arrangements for its discontinuance.

SIRDAR SING.

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TRANSLATION of a NOTE addressed by MAHARANAH VERISALJEE of RAJPEEPLA, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 8th, Sumbut 1896.

I have learnt the contents of your letter on the subject of the abolition of suttee with much pleasure, and shall make suitable arrangements to prohibit the practice within the districts of my state.

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No. XIX.

TRANSLATION of an AGREEMENT passed by MAHARANAH SHREE VARISALJEE, RAJAH OF RAJPEEPLA, to HIS HIGHNESS GUNPUT RAO GUIKWAR, dated Sumwut 1909, Kartick Wud, 1st, Saturday, corresponding with 28th November 1852.

After compliments.—I am a half sharer in some of the villages under the Roond pergunnah, in consequence of which the ryots and other causes give rise to constant disputes. With a view to avoid the same, I begged the Sircar, through Kamdar Dhuneshwur, Wishwanath, to make over to my management those villages in the said pergunnah over some of which your Highness possessed half and on others entire jurisdiction, as well as the custom Nakas at Nandode and other places, with sole authority over them, in lieu of which I would pay the Sircar annually a sum to be fixed by your Highness; that I would give up to your Highness my right of criminal administration, etc., over the village of Kurnalee, which at present is divided between me and the Sircar, and your Highness should therefore fix an amount equal to my half share in the village, and the same should be deducted from that sum which the Sircar should fix to be received from me for the villages now in the Sircar's possession, and the remainder would annually be given by me to the Sircar. This request of mine the Sircar was pleased to accede to and I thereupon enter into this agreement, the conditions of which are as follows:—

ARTICLE 1.

I have given over to the Sircar, to their entire management, my half share of jurisdiction in matters of criminal administration, etc., over the village of Kurnalee, and I have now therefore no right whatever in the jurisdiction, etc., of the village, except that I am only to receive annually a sum on account of the revenues

of my half share, and which by taking the average of ten years' receipts is fixed at Rupees 575-8-0. This will be deducted from the fixed amount of the revenues of those of the villages in the Roond pergannah which the Sircar have given to me, and of which a detail is given in the following Article, and the balance will annually be paid by me to the Sircar.

#### ARTICLE 2.

A list of those of the villages in the Roond pergannah over some of which half and on others entire jurisdiction has been exercised by the Sircar, and which your Highness has made over to my management with sole criminal administration over them, as well as of the custom Nakas also given to me.

*Villages over which His Highness the Guikwar exercises entire jurisdiction.*

1, Thana Roond ; 2, Mouza Kotara ; 3, Jeyore ; 4, Bhurna.

*Villages over which His Highness the Guikwar exercises half jurisdiction.*

1, Mouza Poeecha ; 2, Vasna-Nana ; 3, Roond, pergannah Bhalode ; 4, Kakulpore.

#### *Custom Nakas.*

1, pergannah Nandode ; 2, pergannah Bhalode ; 3, pergannah Panetha ; 4, pergannah Gowalee ; 5, the custom derived at Ladba's Naka in the village of Kotara.

#### *Spirit Shops.*

1, Thana Roond ; 2, Mouza Kotara.

The above villages, custom Nakas, and spirit shops have, with the entire jurisdiction over them, been made over to me by the Sircar. By taking the average of ten years, including both civil and criminal receipts, the annual income thereof amounts to Rupees 14,187 ; from this is to be deducted the revenues of my half share of Kurnalce, as stated in the 1st Article, amounting to Rupees 575-8-0 annually, and it leaves a balance of Rupees 13,611-8-0. Out of this your Highness having kindly remitted Rupees 260-8-0, there remains a net balance of Rupees 13,351, which I will, without any objection or advancing a claim for remission on account of heavenly or earthly calamity, pay in one item on every Maha Soodh 15th.\* To ensure a regular payment of the said amount I have obtained the Honourable Company's guarantee. The management of the aforesaid villages will be conducted by me in the same manner as was done by the Sircar. No new customs oppressive to the ryots will be introduced. The Sircar should pay the Huckdars and others the amounts of their respective hucks which may have been included in the above fixed sum. On the transfer to me by your Highness of the abovementioned villages, the Sircar will cause marks to be laid down to distinguish the boundaries of your Highness's villages, so that no dispute may

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\* This date will occur either in February or March.

in future take place regarding land, and render it easy to conduct the management according to the boundaries so laid down.

#### ARTICLE 3.

There are several mutual disputes existing regarding boundaries, also about lands and Geeras of the ryots ; to effect a settlement of the same the Sircar should depute a confidential Kamdar, who in conjunction with one on my part, will after examining the documentary proofs on both sides, as well as bearing in mind the past management, make proper arrangements, and when once the marks are laid down, there will not remain any more dispute.

#### ARTICLE 4.

No protection will ever be afforded in my territory to the Sircar's offenders. If land or other mutual disputes hereafter occur, they will be settled by attending to the proofs and the existing management on both sides, and no disputes will be entertained without any just cause.

#### ARTICLE 5.

Whatever direction the high roads usually take after passing the Nakas the Sircar have entrusted to me, will hereafter be continued. If it is usual for the goods to pass to and from the Sircar's territory through the above Nakas, I shall never, with the intention to shut up those roads, form new ones in my territory, and if the Sircar's Nakas suffer by my doing so, I will pay the loss that may be done.

The above is agreed to.

*Sumwut 1909, Kartick Wud 1st, Saturday.*

Signed as above, my own signature.

#### *Endorsement by the Resident.*

The above agreement has been passed by the Rajpepla Rajah to the Guikwar government. According to the 2nd Article thereof the above Rajah agrees to pay a sum of Rs. 13,351 to the Guikwar. A letter No. 5006 of the 12th November 1852 has been received from the Bombay Government regarding a guarantee to the above arrangement. The guarantee of the Honourable Company regarding the above Rs. 13,351 is hereby given.

J. M. DAVIS,

*Dated Baroda, 2nd December 1852.*

Resident.

## No. XX.

## TRANSLATION of FORM of OPIUM AGREEMENT entered into with the States of REWA KANTHA in the year 1882.

1. Hereafter we shall not at all cultivate poppy nor allow it to be cultivated.
  2. We shall purchase and import opium for our own consumption, and for that of the people of our talukas, from the Government Depôt at Ahmedabad, or from such other place as Government may appoint for that purpose.
  3. We shall allow opium to be sold at the same rate at which it may from time to time be sold in the Government districts, and shall never allow it to be sold at a cheaper price.
  4. We shall not allow the importation into our talukas of smuggled opium, that is, opium on which the Government duty has not been paid, and as in consideration of the above Government has kindly granted us remission of the duty payable to Government, we bind ourselves as stated below. If we do not act in accordance with the above conditions, Government may cancel the grant of the remission.
  5. We shall without fail submit every six months, in such form as Government may direct, a statement showing the quantity of opium purchased, sold, balance remaining in hand, etc., and shall cause accounts thereof to be kept in such form as Government may direct.
  6. As Government have directed that the above rules should come into force from 1st October 1878, we have hitherto brought them and shall hereafter bring them and cause them to be brought into force.
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## No. XXI.

## ARRANGEMENT made by the BRITISH GOVERNMENT between the BALASINOR and LUNAWADA STATES,—1888.

Whereas many disputes existed between the States of Balasinor and Lunavada regarding the Virpur Pargana :

And whereas it is expedient in the interests of the two States that the matter be adjusted :

And whereas this can best be effected by a territorial exchange :

The Governor of Bombay in Council with the consent of the States of Balasinor and Lunavada has made the following arrangements :—

The Balasinor State has transferred to the Lunavada State wholly, unreservedly, and in perpetuity the villages, lands and rights mentioned in Appendix B.\*

The Lunavada State has transferred to the Balasinor State wholly, unreservedly, and in perpetuity the villages, lands and rights mentioned in Appendix A.\*

The custom post of the Balasinor State in the village of Helodar shall be abolished and a new post shall be placed within the limits of the village of Tundadar or in any other of the villages, the lands of which under this arrangement have been transferred to the Balasinor State. The Balasinor State shall levy no custom or other duties from the inhabitants of the villages of Khatkua, Rambhoda, Kheta-wada, Butia, Tundadar and their hamlets, who may pass with merchandise to the villages of Malpur, Magodi or Gabat. In the same way the Lunavada State shall levy no custom or other duties from the inhabitants of the Virpur Pargana who may pass through Helodar to Magodi or other villages beyond the Balasinor frontier.

The Balasinor State shall levy no custom or other duties from the inhabitants of Lunavada passing through the Dhamnoor Village which, in order to connect the Balasinor and Virpur Parganas, this arrangement transfers to Balasinor.

The Waswo hak in the village of Helodar which once belonged to Lunavada and was purchased by Balasinor shall be restored to Lunavada.

All grants of land in any village transferred under this arrangement whether revenue free in perpetuity or for a limited term, and all grants of land on specially favourable conditions, shall be maintained undisturbed by the Lunavada and Balasinor States respectively on the same footing as would have obtained if the present inter-transfer had not been made. This provision in no way interferes with the levy of settlement fees from the holders. The suzerainty over lands belonging to Patawats, Inamdaras, and others shall vest in the respective States to which they are transferred.

By this arrangement the States of Lunavada and Balasinor disown all lands and rights of any description in each others' territories. They agree that the boundaries of the villages of Prantwel and Gotapur and their hamlets, which formerly touched the village of Tundadar and other villages will now touch the boundaries of the Balasinor State.

The Lunavada State has laid claim to the villages of Prantwel and Gotapur in the Gabat State under the Mahi Kantha Agency. Should its claims be admitted, the Lunavada State binds itself for an equivalent in land to transfer its rights to the Balasinor State.

All village papers, records, and plans relating to the villages transferred by this arrangement will be handed over to the respective States.

\* Not reproduced.

Large boundary marks shall be erected on the boundaries at the joint expense of the States of Balasinor and Lunavada.

This arrangement takes effect from the 1st August, 1885.

*Note.—(The counterpart is accepted by the Raja of Lunavada).*

Accepted.

KHAN SHRI MANVARKHANJI,  
(in Native Characters),  
*Nawab of Balasinor.*

VADASINOR,

*The 10th January, 1888.*

By order of the Governor of Bombay in Council.

W. LEE-WARNER,  
*Secretary to the Government of  
Bombay, Political Department.*

*February 29th, 1888.*

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#### No. XXII.

FORM of AGREEMENT executed by THAKORS in the REWA KANTHA AGENCY assigning to the BRITISH GOVERNMENT the management of the ABKARI REVENUE in their Estates,—1889.

To

The Political Agent, Prant Rewa Kantha.

#### CLAUSE I.

I, Thakor of agree that the managenient of the Abkari revenue of my svasthan shall be carried on in accordance with the Abkari Act of 1878, or any other enactment which may hereafter be introduced in its stead into the Bombay Presidency.

#### CLAUSE II.

In order that the Abkari Administration of the said taluka may be carried on in accordance with the provisions of the Bombay Abkari Act, I, Thakor agree to assign the management of the Abkari revenue of my taluka from 1st January 1888 to 31st December 1897, and to accept in consideration thereof a yearly compensation of Rs. the amount so fixed being made of

the average of the liquor revenue in cash, together with the value of the liquor received (by the Darbar) for its own use during the past ten years *plus* a sum equal to twenty-five per cent. of the same on account of a prospective increase of revenue during the term of the lease. I am to receive the said amount in two instalments of Rs.      each, payable on 10th January and 10th July every year.

*Explanation.*—The lease mentioned in this agreement includes the right to levy duty on country-liquor and toddy, and the right to grant permission for the manufacture and sale of the same and to make inspection.

### CLAUSE III.

The management of the Abkari revenue of the said taluka, during the term of the lease shall be carried on by officers appointed by Government, subject to the following rules :—

- (A) There shall be a uniform rate of duty on liquor in the said taluka and the British Territory adjoining thereto.
- (B) The facilities for the supply of liquor for the use of the subjects of the said taluka shall be similar to those in the adjoining British territory.
- (C) A uniform price shall be fixed for liquor sold by retail in the said taluka and the adjoining British territory, so that the subjects of neither of the territories may be induced to fetch liquor from the other by reason of its being sold there on cheaper terms.

### CLAUSE IV.

But in matters relating to Abkari management such as the determination of the number and sites of liquor shops, the selection of retail-sellers, etc., the officers appointed by Government shall, during the term of the lease, consult the said Thakor of the said taluka and pay regard to his wishes.

### CLAUSE V.

The ownership of palm trees and other toddy-producing trees and of places where such trees are grown shall not be deemed to have been transferred to the British Government under this lease, but the Government may exercise such control as it thinks fit on toddy traffic. No kind of tax, however, shall be imposed on toddy or toddy-trees without the consent of the Thakor of the said taluka—and in case, it is resolved to levy any (such) tax the residue of its income left after deducting the expenses of recovery shall be made over by the Government to Thakor of the said taluka.

### CLAUSE VI.

I, Thakor                  agree heartily to render assistance in the matter of giving effect to the Abkari Act and rules, and also agree, on behalf of myself, my

heirs and successors and my subordinate officers, to render every possible assistance in preventing the illegal possession, manufacture, sale and transport of liquor under the same Act and the rules made thereunder, and the possession of materials and implements for the manufacture of such liquor.

#### CLAUSE VI (a).

I, Thakor further agree that during the period of the lease no kind of duty or (other) due shall be levied on liquor allowed to be manufactured, transported or conveyed from one place to another, within the limits of the taluka or on materials brought for the manufacture of the same.

#### CLAUSE VII.

Offences against the Abkari Act shall be dealt with, like other offences, under Section 51 of that Act by the local criminal Court according to its powers.

#### CLAUSE VIII.

During the period of the lease an account of the Abkari revenue of the taluka shall be kept separately from that relating to the adjoining British territory, and the same shall be annually furnished for the information of the Thakor of the taluka.

#### CLAUSE IX.

At the conclusion of the present term of the farm, it shall be renewable at the option of the British Government for a further period of five years upon the same conditions as herein stipulated. On the expiry of the renewed term of the farm or in the event of the British Government declining to exercise the option of renewal then on the expiry of the original term of ten years, the management of the Abkari revenue will revert to the Svasthan.

#### CLAUSE X.

I, Thakor agree on behalf of myself, my heirs and successors that in case the management of the Abkari revenue of the taluka is restored to me as aforesaid, the same shall be carried on in accordance with the following rules :—

The management shall conform to the law and rules relating to Abkari which may be in force in the adjoining British territory (Collectorates).

The rate of duty on liquor shall be the same as that which might be levied in the British territory.

The management of the said revenue shall be so carried on as not to effect in any way, the Abkari revenue of the adjoining British territory, and the advice of the Political Agent, Rewa Kantha, shall be taken when necessary, in this behalf.

But this clause shall not bind Thakor to make any arrangements whereby injury may arise to the lawful rights and revenue of the taluka, and it is presumed that the management of the Abkari revenue of the Collectorates shall be so conducted as to cause no injury whatever to the Abkari revenue of the taluka.

CLAUSE X (a).

In this agreement the word "Collectorates" shall, unless a different meaning is intended, be deemed to include any Native State adjoining the said taluka in which the management of the Abkari revenue is carried on direct by the Bombay Government, or in accordance with the rules prescribed by them.

This agreement is accepted to-day, the 14th September 1889.

Signature of the Thakor.

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No. XXIII.

ADOPTION SANAD GRANTED TO THE NAWAB OF BALASINOR,—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs\*, any succession to the government of your State which may be legitimate according to Muhammadan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

SIMLA,

The 23rd June 1890.

LANSDOWNE,

Viceroy and Governor-General of India.

\* NOTE.—Similar Sanads were granted to Baria, Chota Udepur, Lunawada and Sant with the following alteration :—

"natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed".

## No. XXIV.

No. M. 180, dated Devgad Baria, the 17th July 1891.

From—MANSINGJEE, Raja of Baria,

To—H. T. OMMANNEY, Esq., Political Agent, Rewa Kantha.

With reference to your letter No. 986, dated the 6th instant, I have the honour to inform you that, in order to meet the wishes of Government, I hereby grant, on behalf of myself and my successors, to the British Government the right to occupy and administer and to exercise full civil and criminal jurisdiction over the lands of my State, occupied and traversed or hereafter to be occupied or traversed by the Godhra-Rutlam Railway, including lands required for railway stations and other buildings, for so long as the said lands and premises shall be required for railway purposes.

It is to be understood that the authorities exercising the jurisdiction granted as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

## No. XXV.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and the STATE OF BARIA for the REMISSION of the TRIBUTE payable by the BARIA STATE, —1892.

*Preamble.*—Whereas the State of Baria is bound by a Treaty, dated 20th April 1824, to pay to the British Government a yearly tribute of Salamsai Rs. 12,000; And whereas the Raja, Maharawal Sri Mansingji, has prayed the British Government to forego the said tribute and shown cause therefor; And whereas the British Government is willing on certain conditions to accede to the Raja's prayer; the following articles are, in this view, agreed upon between Maharawal Shri Mansingji, Raja of Baria, on behalf of himself, his heirs and successors on the one part, and A. C. Logan, Esq., Political Agent, Rewa Kantha, for the time being, on behalf of the British Government on the other:—

## ARTICLE 1.

Transit duties are for ever abolished throughout the Baria State, and no duties under the name of export or import, or any other designation, shall be exacted from goods which enter, pass through, and leave the State limits without any material trade transaction taking place in regard to them.

**ARTICLE 2.**

The road from the railway station at Linkheda to Jhalod, as far as the frontier of the Baria State, remains in charge of the British Government for maintenance and repair, and will so remain until the British Government see fit to hand it over to the Baria State.

**ARTICLE 3.**

The British Government will levy tolls on the road described in the preceding article in accordance with the British law regulating such levy at such rates as it shall think proper. No cess of any kind shall be levied by the Baria State on this road, and the tolls of the British authorities shall be restricted to the amount required for purposes of maintenance and repair.

**ARTICLE 4.**

The Baria-Asadi road, and the Baria portions of the Godhra-Dohad road, not forming part of the Jhalod-Linkheda road, as described in article 2, all of which have been hitherto maintained by the British Government, are made over to the Baria State, subject to their being maintained and repaired to the satisfaction of the Political Agent.

**ARTICLE 5.**

The Baria State will institute a fund to be called the Baria Public Works Fund, to which all road tolls collected throughout the State will be credited. The Baria State will also make a yearly assignment to the fund of Rs. 12,500 (British currency) out of its general revenues.

**ARTICLE 6.**

From the aforesaid fund the State will pay annually to the British Government the amount by which the tolls levied on the Jhalod-Linkheda road, as described in article 2, fall short of the up-keep of the road within the limit of Rs 1,500. The fund will also provide for the maintenance of the roads described in article 4.

**ARTICLE 7.**

The balance of the fund, after meeting the aforesaid charges, will be spent exclusively on objects beneficial to the subjects of the Baria State, such as roads, wells, tanks, revenue survey, and the construction and repair of buildings of general utility.

**ARTICLE 8.**

Wherever road tolls now exist or may hereafter be established in the Baria State, they will be regulated by a law in accordance with the British law on the subject of road tolls.

**ARTICLE 9.**

Tolls will in no case be levied in excess of the amount required for the repair of the road on which they are placed. The full rates of toll permitted by the British law will be levied only on roads which have been both metalled and bridged.

For bridged roads not metalled, or for metalled roads not bridged, the tolls will not exceed one-half of those rates. No toll will be levied on roads which are neither metalled nor bridged. No second tolls will be taken on any road, the length of which is less than twenty miles. The location of the tolls and the rates to be levied at each will be notified in a manner to give them full publicity.

#### ARTICLE 10.

The British Government releases the Baria State from its obligation to pay tribute so long as these several conditions are observed.

#### ARTICLE 11.

On the same terms the Baria Tribute Fund is abolished. The Chauth, which is due from the Panch Mahals District to the Baria State and has hitherto been credited to the Tribute Fund, will be paid to the Baria State and may be credited to its general revenues.

Executed at Godhra, this 12th day of September one thousand eight hundred and ninety-two.

MANSINGJEE PRATHARUJEE,  
*Rajah of Baria.*

A. C. LOGAN,  
*Political Agent.*

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

H. M. DURAND,  
SIMLA,  
*Secretary to the Government of India,  
The 24th October 1892.  
Foreign Department.*

#### No. XXVI.

**HEADS OF AGREEMENT** between the RAJPIPLA STATE now represented by the Administrator, hereinafter called the RAJPIPLA STATE, and the BOMBAY, BARODA and CENTRAL INDIA RAILWAY COMPANY, herein styled the Company, for the WORKING of the RAJPIPLA STATE RAILWAY from ANKLESVAR to PARDI on the 2'-6" gauge, hereinafter called the RAJPIPLA RAILWAY,—1896.

1. (a) Under the conditions hereinafter recited, the Company agree to work on behalf of the Rajpipla State, the Rajpipla Railway and such extensions as it may be agreed upon between the Rajpipla State and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force for three years from the date of the opening of the Rajpipla Railway to public traffic ; but may, either on expiry of the three years or at the end of any calendar half-year thereafter, be terminated on one year's notice from either party to the Agreement.

2. All communications between the Rajpipla State and the Company under this Agreement shall pass through the Political Agent of Rewa Kantha, and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Rajpipla Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government and take the orders of Government when necessary.

3. The Company shall be subject in all respects, with reference to the Rajpipla Railway, to the same control by the Bombay Government as they are with regard to their own line.

4. The Rajpipla Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash-safes, rolling stock, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, the Rajpipla State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Rajpipla State.

5. The Company shall maintain and work the Rajpipla Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by the Rajpipla State as laid down in clause 13.

6. The Company shall keep a separate account of the earnings of the Rajpipla Railway, and shall be responsible for the collection of all the revenue appertaining to that Railway, including such rents as may be charged under the Company's rules, to any of their servants or the servants of the Rajpipla State occupying dwelling houses the property of the Rajpipla State ; and shall pay the same into the Treasury, in the same manner as their own earnings and shall credit the amounts to the Revenue Account of the Rajpipla Railway.

7. The Company shall furnish the Rajpipla State with weekly returns both approximate and audited, of the earnings of the Rajpipla Railway with monthly accounts of Capital and Revenue transactions, and at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer for Railways to the Government of Bombay and the Company.

8. (a) Advances shall be made by the British Government Treasury to meet the cost of working the Rajpipla Railway and debited to the Company.

(b) The account as between the British Government and the Rajpipla State, shall be finally adjusted at the close of each half-year, as soon as possible after

the Revenue Account is rendered, and the balance in favour of, or against the Rajpipla State shall then be paid over to it or by it, as the case may be.

9. (a) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, the Rajpipla State.

(b) In the absence of any special agreement between the Rajpipla State and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Rajpipla Railway shall, as far as may be, conform to those generally in force on the Bombay, Baroda and Central India Railway.

10. For the present the fares and rates for local passenger and goods traffic over the Rajpipla Railway shall be as under :—

<i>Passenger.</i>										
Upper class . . . . .	.	.	.	.	.	.	.	.	.	9 pies per mile.
Lower class . . . . .	.	.	.	.	.	.	.	.	.	3 Ditto.
<i>Goods.</i>										
Special class goods . . . . .	.	.	.	.	.	.	.	.	0·25 pie per md. per mile.	
First class . . . . .	.	.	.	.	.	.	.	0·4	Ditto.	
Second class . . . . .	.	.	.	.	.	.	.	0·6	Ditto.	
Third class . . . . .	.	.	.	.	.	.	.	0·8	Ditto.	
Fourth class . . . . .	.	.	.	.	.	.	.	1·0	Ditto.	
Fifth class . . . . .	.	.	.	.	.	.	.	1·2	Ditto.	

11. Through goods rates shall be fixed by the Company according to the foregoing scale, or such other scales as may be agreed to from time to time by the Company in communication with, and subject to the approval of, the Rajpipla State.

12. The same terminals shall be charged on different descriptions of traffic on the Rajpipla Railway, as on the Bombay, Baroda and Central India Railway, and they shall be divided as under :—

(a) On *bonâ fide* local traffic on the Rajpipla Railway, the whole terminal shall be credited to the receipts of that Railway.

(b) On through traffic between stations on the Rajpipla Railway and stations on the Bombay, Baroda and Central India Railway, any amount which the Company may have to pay out for cartage shall first be deducted from the terminal, and half the residue of the terminal shall be credited to the receipts of the Rajpipla Railway.

13. The expenses of working the Rajpipla State Railway shall be ascertained and paid by the Rajpipla State as follows :—

(a) *Maintenance of Way, Works, etc.*—A separate account to be kept of all wages and stores purchased for the maintenance of the permanent-way, works and the buildings on the Rajpipla Railway, and the cost thereof, together with the salary of an Inspector, to be charged to the Rajpipla State.

(b) *Locomotive and Carriage and Wagon.*—A separate account to be kept of all wages and stores for the Rajpipla Railway, and of all expenditure in the maintenance of the Rajpipla Railway Rolling Stock and Shops, and of any work debitable to the Revenue of the Rajpipla Railway done for that line in the shops of the Company, and the cost to be charged to the Rajpipla State.

(c) *Traffic.*—A separate account to be kept of all wages and stores for the Rajpipla Railway, and the cost to be charged to the Rajpipla State.

The actual cost of working the station at Anklesvar at the junction of the Rajpipla Railway with the Bombay, Baroda and Central India Railway to be divided between the Rajpipla State and the Company in proportion to the amount of work done for each, which is to be estimated at the close of each half-year, and is to be measured by the amount of traffic, both through and local, dealt with on account of the Bombay, Baroda and Central India Railway and the Rajpipla Railway respectively at Anklesvar.

(d) *Compensation.*—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Rajpipla Railway arising from any cause for which a Railway Company would under the law in force in British India be liable, shall, if paid by the Company, be charged to the Rajpipla State.

(e) *Police.*—A separate account to be kept of the wages, stores and expenses of the Bombay, Baroda and Central India Railway Police employed on the Rajpipla Railway and the cost thereof to be charged to the Rajpipla State.

(f) *Contribution to the Provident Fund.*—One per cent. on the ascertained net earnings of the Rajpipla Railway on completion of the half-yearly accounts to be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which are to be enjoyed by the employés of the Rajpipla State Railway.

(g) *Superintendence.*—A sum equal to 12½ per cent. on the total working expenses, but not less than 300 (three hundred) rupees per mensem, nor more than an average of 800 (eight hundred) rupees per mensem, in the half-year to be charged to the Rajpipla State, to cover the cost of superintendence, including the Resident Engineer, the Locomotive Foreman, the District Traffic Superintendent, the Traffic Inspector, general expenses of Management and Audit.

14. All money transactions under this Agreement as between the Bombay Government, the Rajpipla State and the Company shall be in British Government rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, the Rajpipla State and the Company.

16. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have

been accepted by His Highness' Government shall apply to the Rajpipla Railway. The above Act and Standing Regulations shall, within Railway limits on the Rajpipla Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

17. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

F. W. SNELL, *Lt.-Col.,  
Administrator,  
Rajpipla State.*

H. D. OLIVIER, *Major, R.E.,  
Agent,  
B., B. and C. I. Railway.*

H. O. SELBY,  
*Consulting Engineer for Railways.*

NANDOD,  
*21st December 1896.*

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No. XXVII.

OPIUM AGREEMENT WITH RAJPIPLA STATE,—1897.

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOVERNOR OF BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATOR of the RAJPIPLA STATE on behalf of the RAJA of RAJPIPLA, his heirs and successors, regarding the manufacture, consumption and sale of OPUM in the RAJPIPLA STATE.

Whereas in accordance with the existing relations between the British Government and His Highness the Raja of Rajpipla the cultivation of poppy and the manufacture of opium are prohibited in the Rajpipla State, and no opium may be consumed in the said State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of His Highness the Raja of Rajpipla hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consuption therein in accordance with the said covenants.

2. The Administrator of the Rajpipla State on behalf of the Raja of Rajpipla agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

- (1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—
  - (a) by direct importation from Malwa and Rajputana ; or
  - (b) by purchase in Bombay ; or
  - (c) by purchase at any convenient opium dépôt of the British Government ;
 and that all opium so procured shall be imported into, transported through, or exported from, British India, as the case may require, in accordance with the law and rules regarding import, transport, and export of opium at the time in force in the part of British India into, through, or from which such import, transport, or export is necessary ;
- (2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier ;
- (3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants ;
- (4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Broach ;
- (5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of Broach ;
- (6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Broach ;
- (7) That he will enforce in his territory the Indian Opium Act (I of 1878), which is already in force therein, having been specially applied to it by the Darbar, and rules under the same Act based on those in force in British India promulgated with the approval of the Political Agent, Rewa Kantha, and will hereafter from time to time adopt and enforce any change in the said Act and rules or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce ;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Rewa Kantha Agency in such form as the Governor in Council of Bombay shall, after consulting the Political Agent, Rewa Kantha, from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agree that so long as the Raja of Rajpipla duly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of His Highness the Raja of Rajpipla in accordance with the relations between the British Government and His Highness as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to His Highness.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Raja of Rajpipla from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878), or in any other law regarding the opium for the time being in force in the Presidency of Bombay.

Dated at Nandod, this 15th day of April 1897.

F. W. SNELL, *Lieut.-Col.,  
Administrator, Rajpipla State.*

W. DODERET,  
*Political Agent, Rewa Kantha.*

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No. XXVIII.

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATOR of the CHHOTA UDEPUR STATE on behalf of the RAJA of CHHOTA UDEPUR, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the CHHOTA UDEPUR STATE,—1897.

Whereas in accordance with the existing relations between the British Government and the Raja of Chhota Udepur State the cultivation of poppy and the

manufacture of opium are prohibited in the Chhota Udepur State, and no opium may be consumed in the said Chhota Udepur State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay ; and whereas in consideration of the covenants on the part of Chhota Udepur State hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

2. The Chhota Udepur State agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(a) by direct importation from Malwa and Rajputana ; or

(b) by purchase in Bombay ; or

(c) by purchase at any convenient opium dépôt of the British Government ;

and that all opium so procured shall be imported into, transported through, or exported from, British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary ;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier ;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants ;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of the Panch Mahals ;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of the Panch Mahals ;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of the Panch Mahals ;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue

Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

- (8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Rewa Kantha in such form as the Governor in Council of Bombay shall, after consulting the Commissioner of Custom, Opium, etc., from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Chhota Udepur duly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of Chhota Udepur in accordance with the relations between the British Government and the said Chhota Udepur State as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Chhota Udepur State.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Chhota Udepur State from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878), or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Chhota Udepur, this twenty-third day of June 1897.

D. HORMUSJI,  
*Administrator, Chhota Udepur.*

W. DODERET,  
*Political Agent, Rewa Kantha.*

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Similar agreements were taken from all the other Chiefs in the Rewa Kantha Agency.

## No. XXIX.

HEADS of AGREEMENT between the RAJPIPLA STATE now represented by the DEWAN, hereinafter called the RAJPIPLA STATE, and the BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, herein styled the Company, for the working of the RAJPIPLA STATE RAILWAY from ANKLESVAR to NANDOD on the 2'-6" gauge, hereinafter called the RAJPIPLA RAILWAY,—1900.

1. (a) Under the conditions hereinafter recited, the Company agree to work on behalf of the Rajpipla State, the Rajpipla Railway and such extensions as it may be agreed upon between the Rajpipla State and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force for three years from the date of the opening of the Rajpipla Railway to public traffic; but may, either on expiry of the three years or at the end of any official half-year ending with 30th September or 31st March \* thereafter, be terminated on one year's notice from either party to the Agreement.

2. All communications between the Rajpipla State and the Company under this Agreement shall pass through the Political Agent of Rewa Kantha, and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Rajpipla Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government and take the orders of Government when necessary.

3. The Company shall be subject in all respects, with reference to the Rajpipla Railway, to the same control by the Bombay Government as they are with regard to their own line.

4. The Rajpipla Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash-safes, rolling stock, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, the Rajpipla State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Rajpipla State.

5. The Company shall maintain and work the Rajpipla Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by the Rajpipla State as laid down in clause 13.

6. The Company shall keep a separate account of the earnings of the Rajpipla Railway, and shall be responsible for the collection of all the revenue appertaining to that Railway, including such rents as may be charged under the Company's rules, to any of their servants or the servants of the Rajpipla State occupying

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\* Original Agreement amended by Corrigendum dated 21st October 1914.

dwelling houses the property of the Rajpipla State ; and shall pay the same into the Treasury, in the same manner as their own earnings and shall credit the amounts to the Revenue Account of the Rajpipla Railway.

7. The Company shall furnish the Rajpipla State with weekly returns both approximate and audited, of the earnings of the Rajpipla Railway with monthly accounts of Capital and Revenue transactions, and at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer for Railways to the Government of Bombay and the Company.

8. (a) Advances shall be made by the British Government Treasury to meet the cost of working the Rajpipla Railway and debited to the Company.

(b) The account as between the British Government and the Rajpipla State, shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against the Rajpipla State shall then be paid over to it or by it, as the case may be.

9. (a) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, the Rajpipla State.

(b) In the absence of any special agreement between the Rajpipla State and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Rajpipla Railway shall, as far as may be, conform to those generally in force on the Bombay, Baroda and Central India Railway.

10. For the present the fares and rates for local passenger and goods traffic over the Rajpipla Railway shall be as under :—

*Passengers.*

Upper class . . . . .	. . . . .	9 pies per mile.
Lower class . . . . .	. . . . .	3 Ditto.

*Goods.*

Special class goods . . . . .	. . . . .	0·25 pie per md. per mile.
First class . . . . .	. . . . .	0·4 Ditto.
Second class . . . . .	. . . . .	0·6 Ditto.
Third class . . . . .	. . . . .	0·8 Ditto.
Fourth class . . . . .	. . . . .	1·0 Ditto.
Fifth class . . . . .	. . . . .	1·2 Ditto.

11. Through goods rates shall be fixed by the Company according to the foregoing scale, or such other scales as may be agreed to from time to time by the Company in communication with, and subject to the approval of, the Rajpipla State.

12. The same terminals shall be charged on different descriptions of traffic on the Rajpipla Railway, as on the Bombay, Baroda and Central India Railway, and they shall be divided as under :—

(a) On *bonâ fide* local traffic on the Rajpipla Railway, the whole terminal shall be credited to the receipts of that Railway.

(b) On through traffic between stations on the Rajpipla Railway and stations on the Bombay, Baroda and Central India Railway, any amount which the Company may have to pay out for cartage shall first be deducted from the terminal, and half the residue of the terminal shall be credited to the receipts of the Rajpipla Railway.

13. The expenses of working the Rajpipla State Railway shall be ascertained and paid by the Rajpipla State as follows :—

(a) *Maintenance of Way, Works, etc.*—A separate account to be kept of all wages and stores purchased for the maintenance of the permanent-way, works and the buildings on the Rajpipla Railway, and the cost thereof together with the salary of an Inspector, to be charged to the Rajpipla State.

(b) *Locomotive and Carriage and Wagon.*—A separate account to be kept of all wages and stores for the Rajpipla Railway, and of all expenditure in the maintenance of the Rajpipla Railway Rolling Stock and Shops, and of any work debitible to the Revenue of the Rajpipla Railway done for that line in the shops of the Company, and the cost to be charged to the Rajpipla State.

(c) *Traffic.*—A separate account to be kept of all wages and stores for the Rajpipla Railway, and the cost to be charged to the Rajpipla State.

The actual cost of working the station at Anklesvar at the junction of the Rajpipla Railway with the Bombay, Baroda and Central India Railway to be divided between the Rajpipla State and the Company in proportion to the amount of work done for each, which is to be estimated at the close of each half-year, and is to be measured by the amount of traffic, both through and local, dealt with on account of the Bombay, Baroda and Central India Railway and the Rajpipla Railway respectively at Anklesvar.

(d) *Compensation.*—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Rajpipla Railway arising from any cause for which a Railway Company would under the law in force in British India be liable, shall, if paid by the Company, be charged to the Rajpipla State.

(e) *Police.*—A separate account to be kept of the wages, stores and expenses of the Bombay, Baroda and Central India Railway Police employed on the Rajpipla Railway and the cost thereof to be charged to the Rajpipla State.

(f) *Contribution to the Provident Fund.*—One per cent. on the ascertained net earnings of the Rajpipla Railway on completion of the half-yearly accounts to be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which are to be enjoyed by the employés of the Rajpipla State Railway.

(g) *Superintendence.*—A sum equal to  $12\frac{1}{2}$  per cent. on the total working expenses, but not less than 300 (three hundred) rupees per mensem, nor more than an average of 800 (eight hundred) rupees per mensem, in the half-year to be charged

to the Rajpipla State, to cover the cost of superintendence, including the Resident Engineer, the Locomotive Foreman, the District Traffic Superintendent, the Traffic Inspector, general expenses of Management and Audit.

(h) *Postal arrangements.*—Mails and Postal Officers on duty shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

14. All money transactions under this Agreement as between the Bombay Government, the Rajpipla State and the Company shall be in British Government rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, the Rajpipla State and the Company.

16. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by His Highness' Government shall apply to the Rajpipla Railway. The above Act and Standing Regulations shall, within Railway limits on the Rajpipla Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

17. The telegraph line along the Rajpipla State Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been or which from time to time may be authorised by the Governor-General in Council for the adoption and working of licensed Railway lines in British India.

18. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

D. W. EDALJI,  
*Dewan, Rajpipla State.*

W. HARVEY,  
*Acting Agent, B., B. and C. I.  
Railway.*

J. WILLCOCKS,  
*Consulting Engineer for  
Railways.*  
NANDOD,  
19th March 1900.

No. XXX.

FORM of AGREEMENT between the POLITICAL AGENT of REWA KANTHA acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT and of an Estate a State under the REWA KANTHA AGENCY on behalf of himself, his heirs and successors regarding the supply and sale of OPIUM in the Estate, State,—1908.

Whereas in consideration of the existing relations between the British Government and the Estate of the State of an agreement was entered into by the latter under date the                    whereby the management of the sale of opium in the said Estate State was placed under the direct control of the Political Agent for a period of                    years ending on                    in order to ascertain as accurately as possible the average annual consumption of the Estate State for the purpose of fixing the quantity of opium to be allowed free of duty by the British Government for the use of the Estate State under a separate covenant dated                    executed by the said                    of                    for himself and his heirs and successors and by the Political Agent, Rewa Kantha, on behalf of the British Government; and whereas the said agreement being found convenient was continued from time to time till the 31st July 1908 it is now hereunto agreed by the said                    on behalf of himself, his heirs and successors to hand over permanently with effect from the 1st August 1908 to the Political Agent, Rewa Kantha, the management of the supply and sale of opium in the Estate State on the terms of the original agreement whereby the right to farm the monopoly of opium or to sell it by retail in the said Estate State was transferred to the Political Agent while the right to receive the duty leivable on it was reserved to the                    of

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No. XXXI.

DEED executed by the RAJA OF LUNAWADA ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the GODHRA-LUNAWADA RAILWAY,—1912.

I Maharana Shri Sir Wakhatsinhji Rajaji of Lunawada hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are, or may hereafter be, occupied by the Godhra-Lunawada Railway and any extensions thereof (including all land occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

2nd October 1912.

WAKHATSINHJI,  
Raja of Lunawada.

## No. XXXII.

AGREEMENT between the NAWAB of BALASINOR and the BRITISH GOVERNMENT  
for the administration of the ABKARI REVENUE.—1916.

*Articles of agreement for the administration of the Abkari revenue of the Balasinor State.*

Whereas it is considered desirable to place the administration of the Abkari revenue of the Balasinor State on the same footing as that of the Abkari revenue of the Kaira and Ahmedabad districts adjoining that State, and to prevent injury to the Abkari revenues of those districts as well as of the State, and whereas it is desirable to place on record articles of mutual agreement, Babi Shri Jamietkhanji Manowarkhanji, Nawab of the Balasinor State, on behalf of himself, his heirs and successors hereby agrees to the following articles agreed upon between himself and W. W. Smart, Esq., I.C.S., Political Agent, Rewa Kantha, on behalf of the British Government, namely :—

## ARTICLE I.

During the term of this agreement the spirit of the provisions of the British Abkari Law, Rules and Regulations will be adopted in the Balasinor State, subject to such modifications as may be accepted by the Political Agent with the approval of the Commissioner of Customs, Salt, Opium and Abkari.

## ARTICLE II.

During the term of this agreement the rates of taxation and the retail selling price and the strengths of liquor placed on sale and the standard of measures used and the system of management followed in the Balasinor State shall be *the same as* those sanctioned, from time to time, in the Kaira and Ahmedabad districts adjoining the Balasinor State.

## ARTICLE III.

During the term of this agreement the *contract* distillery and *separate shop* system now obtaining in the adjoining Kaira and Ahmedabad districts shall be adopted in the Balasinor State, efficient distillery and preventive establishments being maintained in the State for the prevention of illicit distillation and smuggling.

## ARTICLE IV.

During the term of this agreement the Nawab shall furnish promptly to the Political Agent all information and accounts relating to the manufacture and sale of liquor and system of management followed that may, from time to time, be called

for by the Political Agent, and shall give facilities for the inspection of his distilleries and shops and arrangements by an officer not below the rank of *Excise Inspector*, who may be especially deputed for the purpose by the Political Agent, and who shall report thereupon to the Political Agent.

#### ARTICLE V.

During the term of this agreement information respecting arrest made and cases tried by officials of the State for offences committed by subjects of the British Government against the Abkari Law of the State shall be promptly communicated to the Political Agent and in like manner information of arrest made and cases tried by British officials for offences committed by subjects of the State against the British Abkari Law shall be promptly communicated to the Nawab.

#### ARTICLE VI.

At the conclusion of ten years this agreement shall be terminable or renewable with the mutual consent of both parties.

#### ARTICLE VII.

During the term of this agreement the State will carry out all the stipulations of this agreement throughout its territories in alienated as well as Khalsa villages.

#### ARTICLE VIII.

The Nawab engages, on behalf of himself, his heirs and successors, to conduct the Abkari administration of his State in accordance with the principles laid down in the foregoing articles, *viz.*, to maintain the spirit of the Abkari Law and Rules which may be in force in the adjoining Kaira and Ahmedabad districts, to impose rates of taxation on liquor equal to those in force in the adjoining Kaira and Ahmedabad districts, so to manage his Abkari administration that injury shall not be caused by it to the Abkari revenue of the British Government and to make his arrangement in consultation with the Political Agent with this view.

Provided always that this article does not bind the *State* to any arrangements injurious to the legitimate interests of the State revenue, and that the Abkari administration of the *Kaira and Ahmedabad districts* shall be so managed as not to cause any injury to the legitimate Abkari revenue of the Balasinor State.

Provided further and always that this arrangement does not bind the Balasinor State to any arrangement injurious to the legitimate interests of the State revenue with regard to Abkari in its relation to States or territories, other than British, surrounding or adjoining the Balasinor State and that the Balasinor State is free to vary the taxation of liquor sold at shops within three miles of the borders of those States or territories in order to safeguard the legitimate interests of the State's revenue but in no way detrimental to the interests of the British Government.

ARTICLE IX.

This agreement will come into force from the first of April nineteen hundred and sixteen.

J. M. BABI,

*Nawab of Balasinor.*

Witness—

J. B. SANJANA,

*Adviser to the Nawab of Balasinor.*

W. W. SMART,

*Political Agent, Rewa Kantha.*

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No. XXXIII.

DEED executed by the RAJA of RAJPIPLA ceding to the BRITISH GOVERNMENT, full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the RAJPIPLA STATE RAILWAY,—1917.

I Maharana Shri Vijaysinhji, Raja of Rajpipla, hereby cede to the British Government, full and exclusive power and jurisdiction of every kind over the lands in the State which are, or may hereafter be, occupied by the Rajpipla State Railway (including all lands occupied for stations, for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said limits.

RAJPIPLA STATE, NANDOD ;

VIJAYSINHJI,

29th August 1917.

*Raja of Rajpipla State.*

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No. XXXIV.

AGREEMENT between the GOVERNMENT of HIS HIGHNESS the RAJA of RAJPIPLA STATE hereinafter called HIS HIGHNESS' GOVERNMENT and the BOMBAY, BARODA and CENTRAL INDIA RAILWAY COMPANY, hereinafter, styled the Company, for the WORKING of HIS HIGHNESS' RAILWAY from ANKLESWAR to NANDOD and such extensions as it may be agreed upon between HIS HIGHNESS' GOVERNMENT and the COMPANY to include in this agreement on the 2'-6" gauge, hereinafter called the RAJPIPLA RAILWAY,—1917.

1. (a) This agreement shall be held to have come into force on and from the  
Duration of Agreement. 10th November 1917 the date of opening  
for traffic of the Extension of the Rajpipla  
Railway from Nandod station (to be closed hereafter) to Nandod City, (here-

after to be called "Nandod") and supersedes the Agreement dated the 19th March 1900.

(b) This Agreement shall continue in force until terminated on one year's notice from either party to the Agreement. But such notice shall expire only on the 31st March\* in any year.

(c) Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government the Rajpipla Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this Agreement.

2. All communications except those of a routine nature between His Highness' Government and the Company under this Agreement shall pass through the Political Agent, Rewa Kantha.

3. The Company shall be subject in all respects, with reference to the Rajpipla Railway, to the same control by the Railway Board as they are with regard to their own line.

4. (a) The Rajpipla Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, Provision of works. level-crossings, signals, signal lamps, cash safes, station sheets, rolling stock, engine and repairing sheds, provision for water-supply, tools and plants for all departments and all other necessary appliances for working the line, shall be provided by, or at the cost of, His Highness' Government and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of His Highness' Government.

(b) The cost of all new works and equipment which may be necessary at Ankleshwar Junction for the joint working of traffic between the B., B. & C. I. and Rajpipla Railways, including all additions and alterations thereto and also to any existing facilities (except ballast and permanent-way which shall be provided and maintained by each Railway at its own cost) debitible either to Capital or Revenue, shall be provided at the equal cost of the two Railways. These works shall be entered in Schedule No. 1 and maintenance charges at the rate of 2½ per cent. per annum on their total cost shall be levied and shared equally by the two Railways. On the dismantlement of such works the credits realised will be shared by the two Railways in equal proportions.

† "With effect from the 1st January 1925, all new works and equipment which may be necessary at Ankleshwar Junction for the Joint working of traffic between the B., B. & C. I. Railway and the Rajpipla State Railway, including all additions and alterations thereto and also to any existing facilities (except ballast and permanent-way) debitible either to Capital or Revenue, shall be provided at the cost of the B., B. & C. I. Railway. These works shall be entered in Schedule No. 2 and interest and maintenance charges on their total cost shall be levied at the rates sanctioned by the Railway Board from time to time and shall be shared by the

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\* Original Agreement amended by Corrigendum dated 31st May 1921.

† Additional Clause inserted by Corrigendum dated 3rd July 1925.

two Railways as mentioned in clause 11 of the said agreement. The cost of any such works which may be dismantled or abandoned by common consent, to afford junction facilities, shall be removed from the said schedule and the amount thereof, including dismantling charges, but less value of materials recoverable, shall be debited to the joint station expenses account. The original cost of any works of the B., B. & C. I. Railway if required to be removed or dismantled to make room for works to afford junction facilities shall, together with charges incurred in such removal or dismantlement less the value of materials set free, be debited to Joint Account and shared by the two Railways in terms of clause 11 of the said agreement, but if they are removed or dismantled to make room for the local works of the Rajpipla State Railway, their original cost together with removal or dismantlement charges less value of materials set free shall be paid entirely by the Rajpipla State Railway.”

\* “Interest and maintenance on the cost of electric installations and fittings to works whether in joint use or sole use of the Rajpipla State Railway at Ankleshwar Junction shall be charged at the rates laid down by the Railway Board from time to time in addition to the actual cost of current consumed and meter hire.”

(c) The provisions mentioned in para. (b) above are accepted and agreed to on the clear understanding that His Highness’ Government acquires no right of property within the Company’s premises, except that in case of termination of the Agreement, His Highness’ Government shall be at liberty to remove all materials of permanent-way, etc., supplied by it and shall receive for structures put up at its cost so much as they may be worth at the time to the Company.

5. The Company shall maintain and work the Rajpipla Railway and shall have the entire control of the train and traffic Maintenance and working of Railway. arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by His Highness’ Government as laid down in clause 10.

6. The Company shall keep a separate account of the earnings of the Rajpipla Railway and shall be responsible for the Collection of Revenue. collection of all the revenue appertaining to that Railway, including such rents as may be charged under the Company’s rules, to any of their servants or the servants of His Highness’ Government occupying dwelling houses the property of His Highness’ Government and shall pay the same into the Treasury, in the same manner as their own earnings and shall credit the amounts to the Revenue Account of the Rajpipla Railway.

7. The Company shall furnish His Highness’ Government with a weekly return of the approximate earnings, a monthly return of the audited earnings and monthly

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\* Additional clause inserted by Corrigendum, dated 5th September 1925.

accounts of Revenue transactions of the Rajpipla Railway and at the close of each year ending on the 31st March \* with a full account both of receipts and expenditure under Capital and Revenue.

8. \* The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working the Rajpipla Railway, and such advances.

advances shall be debited to the Revenue Advance Account of the line as in the case of other lines worked by the Company. The Capital and Revenue Accounts of the Railway shall be prepared for the year ending 31st March but the net earnings shall be paid to His Highness' Government every half-year, the payment for the first half of the year being subject to adjustment at the end of the year. The account as between the British Government and His Highness' Government shall be finally adjusted at the close of each year, as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against His Highness' Government after affecting the adjustment for the first half shall then be paid over to it or by it, as the case may be.

9. (a) The fares to be charged for Coaching Traffic and the rates and terminals to be charged for Goods Traffic shall be fixed Rates and fares. from time to time by the Company in communication with and subject to the approval of His Highness' Government.

(b) Mails and Postal Officers on duty shall be carried at the rates and on the conditions which may be in force from time Postal arrangements. to time on State Railways in British India.

10. The expenses of working the Rajpipla Railway shall be ascertained and Division of expenses for working the paid by His Highness' Government as follows :—

(a) A separate account to be kept of all expenditure incurred in the maintenance of the permanent-way, works, and Maintenance of Way, Works, etc. buildings on the Rajpipla Railway, and the cost thereof, together with the salary of Staff actually employed on the line to be charged to His Highness' Government.

(b) A separate account to be kept of all expenditure incurred in the working, Locomotive and Carriage and Wagon. maintenance and renewals of the Locomotive and Carriage and Wagon stock of the Rajpipla Railway and on any work debitible to the Revenue of the Rajpipla Railway done for that line in the Shops of the Company, and the cost thereof charged to His Highness' Government.

(c) A separate account to be kept of all expenditure incurred in the working of traffic, including salaries of Signallers on the Rajpipla Railway and the cost thereof to be charged to His Highness' Government.

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\* Original Agreement amended by Corrigendum dated 31st May 1921.

(d) The telegraph line along the Rajpipla Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards

charges for rent and maintenance payable by His Highness' Government as may be from time to time in force in the case of State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

The telegraph instruments at stations on the Rajpipla Railway, including the one instrument provided at Ankleshwar Junction solely for the telegraph work of the Rajpipla Railway, shall be maintained by the Company, and a charge of Rs. 4 per instrument per month shall be paid by His Highness' Government. The cost of maintenance of the telegraph instruments at Ankleshwar Junction appertaining to the main line shall be borne by the Company.

(e) All medical expenses and charges for printing, stationery and advertising General charges. and all Special and Miscellaneous expenditure, such as law charges, and other miscellaneous items incurred solely on behalf of the Rajpipla Railway shall be borne by His Highness' Government.

(f) A separate account to be kept of the wages, stores and expenses of the Police. Bombay, Baroda and Central India Railway Police employed on the Rajpipla Railway and the cost thereof to be charged to His Highness' Government.

(g) A contribution from the net earnings of the Rajpipla Railway shall, on completion of accounts, be deducted and paid Contribution to the Provident Fund. into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employés of the Rajpipla Railway. The basis on which this contribution is to be calculated shall be the same as obtains on the Bombay, Baroda and Central India Railway.

(h) A sum equal to  $12\frac{1}{2}$  per cent. on the total working expenses shall be charged to His Highness' Government half-yearly, Superintendence. to cover the cost of superintendence, including the Executive Engineer, the Locomotive Foreman, the District Traffic Superintendent, the Traffic Inspector, general expenses of Management and Audit. But such supervision shall not be levied unless the net earnings of the Rajpipla Railway give a clear return of  $3\frac{1}{2}$  per cent. per annum on the Capital cost of that line, and then only to the extent that the balance of the net earnings may permit after a clear return of  $3\frac{1}{2}$  per cent. per annum has been allowed to the Rajpipla Railway on the total Capital expended.

11. The actual cost of Ankleshwar Junction Station expenses in receipt, depreciation and transhipment of passengers, Division of expenses for working goods, parcels, etc., shall be paid by the two Ankleshwar Junction Station. Railways in the following proportions, viz.—

(a) *One-half* to be paid by the Bombay, Baroda and Central India Railway Company as their share of the cost of working the Bombay, Baroda and Central India Railway *untranshipped through* coaching and goods traffic at Ankleshwar Junction.

(b) The balance (*one-half* of the total expenses) to be divided over the total number of tons of joint through and local traffic *dealt with at Ankleshwar Junction* exclusive of the Bombay, Baroda and Central India Railway *untranshipped through* traffic.

The division of joint expenses is to be made in proportion to the weight of traffic of each Railway in the following manner:—

#### 1. Rajpipla Railway:—

(a) Coaching and goods traffic booked from Ankleshwar Junction to stations on the Rajpipla Railway and *vice versa*, viz., *total* Rajpipla Railway's local traffic in and out.

(b) *Half* of the coaching and goods traffic booked from stations on the Rajpipla Railway to stations on the Bombay, Baroda and Central India Railway and its connected lines and *vice versa*, viz., *half* the through traffic in and out.

#### 2. Bombay, Baroda and Central India Railway:—

(a) Coaching and goods traffic booked from Ankleshwar Junction to stations on the Bombay, Baroda and Central India Railway and connected Railways and *vice versa*, viz., *total* Bombay, Baroda and Central India Railway's local traffic in and out.

(b) *Half* of the coaching and goods traffic booked from stations on the Rajpipla Railway to stations on the Bombay, Baroda and Central India Railway and its connected lines and *vice versa*, viz., *half* the through traffic in and out.

For the purpose of arriving at the gross tonnage of coaching traffic in connection with the division of expenses, each passenger shall be reckoned as equal to one-tenth of a ton, other items such as parcels, horses, dogs, etc., being omitted.

As it has been arranged to adjust the cost of working the station at Ankleshwar

Lump sum payment for Joint Expenses at Ankleshwar Junction. Junction by lump sum payments, it is hereby agreed that His Highness' Government shall pay to the Bombay, Baroda and Central India Railway *half-yearly* a sum of Rs. 1,800 \* as the Rajpipla Railway shares of the working expenses at this junction, on the definite understanding that either party may at any time withdraw from this arrangement or call for a modification

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\* Original Agreement amended by Corrigendum dated 12th December 1927.

of the sum payable subject to six clear months' notice which shall terminate either on the 30th September or the 31st March in any year, and thereafter the payment shall be made in accordance with any new terms which may be agreed upon or failing the adoption of such new terms in accordance with the original terms of this Agreement for apportionment of Junction expenses.

The sum of Rs 1,800 \* referred to in the preceding paragraph shall be held to cover the Rajpipla Railway share of all ordinary items of working expenses including compensation claims, and charges for handling through goods traffic. But special expenditure incurred on new works provided at the cost of Revenue or on adjustments in connection with the cost of old works abandoned or dismantled or on interest charges in respect of new structures constructed at the expense of Capital on joint account and also on account of special compensation claims, damages or losses, amounting to Rs. 1,800 \* and over, etc., shall be treated as outside the lump sum of Rs. 1,800 \*. Such special items shall be apportioned in terms of this Agreement, and shall be adjusted either by direct payment or by increasing the average half-yearly payment as may be mutually agreed upon.

The fixed sum of Rs. 1,800 \* shall be subject to reconsideration and revision every three years.

12. (a) All compensation of any character for loss or damage, or on account of any accident or occurrence on the Rajpipla Railway arising from any cause for which a Railway Company would under the law in force in British India be liable, shall, if paid by the Company, be charged to His Highness' Government.

(b) All losses or claims for compensation at Ankleshwar Junction shall be charged as under :—

(i) *On Local Traffic.*—To the Railway whose traffic it is.

(ii) *On Through Traffic.*—To the Joint Station Expenses Account.

Specific recoveries from the Joint Staff shall be credited to the claims on account of which they are made.

13. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges, culverts, waterways or other works constructed on the Rajpipla Railway or for or in respect of the interference or alleged interference with the natural drainage of the country

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\* Original Agreement amended by Corrigendum dated 12th December 1927.

by the construction of the Rajpipla Railway or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

14. All money Transactions under this Agreement as between the Bombay Government, His Highness' Government and the Company shall be in British Government rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

16. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways' Act, which have been accepted by His Highness' Government shall apply to the Rajpipla Railway. The above Act and Standing Regulations shall, within Railway limit on the Rajpipla Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

17. The foregoing clauses are subject to confirmation by the Railway Board and the Board of Directors of the Company.

P. H. DASTUR, *Dewan,*

*Rajpipla State.*

R. WOOLLOOMBE,

*Agent,*

*B., B. & C. I. Railway.*

*Dated the 19th November 1917.*

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No. XXXV.

SANAD granted to CAPTAIN HIS HIGHNESS MAHARANA SHRI VIJAYASINHEJI CHHATRA-SINHEJI, RAJA of RAJPIPLA,—1921.

I hereby confer upon Your Highness the title of Maharaja as an hereditary distinction.

DELHI;

*The 1st January 1921.*

CHELMSFORD,

*Viceroy and Governor-General of India.*

## No. XXXVI.

DEED executed by the THAKOR of NASWADI ceding to the BRITISH GOVERNMENT full and exclusive POWER and JURISDICTION over the lands in the STATE occupied by the CHHUCHHAPURA (MOTIPURA) TANKHALA RAILWAY,—1924.

I, Mansingji Narpatsingji, Thakor of Naswadi, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the land in the said State which are or may hereafter be occupied by the Chhuchhapura (Motipura) Tankala Railway and any extension thereof (including all lands occupied for stations for out-buildings and for other railway purposes) and over all persons and things whatsoever within the said lands.

MANSINGJI,

2nd April 1924.

*Thakor of Naswadi.*

## No. XXXVII.

FORM of AGREEMENT executed by THAKORS in the REWA KANTHA AGENCY assigning to the BRITISH GOVERNMENT the management of ABKARI REVENUE in their Estates,—1924.

To

Political Agent, Rewa Kantha.

I Thakor of Ilaka, Rewa Kantha, agree that the management of the Abkari revenue of my Taluka State shall be carried on in accordance with the Abkari Act of 1878, or any other enactment which may hereafter be introduced in its stead into the Bombay Presidency.

## CLAUSE II.

In order that the Abkari administration of the said Taluka State may be carried on in accordance with the provisions of the Bombay Abkari Act, I agree to assign to the Government of Bombay the management of the Abkari revenue of my Taluka State from 1st August 1924 to 31st July 1934 and to accept in consideration thereof from that Government a provisional amount of yearly compensation of Rs. payable in two instalments of Rs. each, on the 10th February and 10th August every year \* (the amount being calculated on the basis of

\* NOTE.—For the portion in brackets ( ) read “the amount being the same as was fixed for the lease which is now renewed” in the agreements with Bhaderwa.

the average revenue for the three years preceding the renewal of this lease). The compensation paid will be subject to adjustment by a lump sum payment in accordance with the actual revenues realised at the end of the 3rd, 6th and 10th years on the understanding (1) that there will be no such adjustment if the actual revenues realised fall short of the aggregate provisional compensation up to date and (2) that the aggregate compensation paid for the 10 years of the lease shall not be less than ten times the provisional annual compensation fixed at the beginning of the lease.

\*(I also agree that for the purposes of administrative convenience all the Estates in the Sankheda Mewas shall be regarded as one entity and one sum calculated in the manner described above shall be fixed for the compensation of the whole area of the Sankheda Mewas and that this sum shall be distributed by the Political Agent, Rewa Kantha, among the several Estates concerned according to the percentage basis sanctioned in Appendix B to Government resolution No. dated the 19.)

*Explanation.*—The lease mentioned in this agreement includes the right to levy duty on toddy and the right to grant permission for the manufacture and sale of liquor and to levy duty thereon and license fees for the privilege of sale thereof at shops and to make inspection.

### CLAUSE III.

The management of the Abkari revenue of the said <sup>Taluka</sup>  
<sub>State</sub> during the term of the lease shall be carried on by officers appointed by Government subject to the following rules :—

- (a) The rate of duty on liquor in the said <sup>Taluka</sup>  
<sub>State</sub> shall not be higher than that prescribed for the British territory adjoining thereto.
- (b) The facilities for the supply of liquor for the use of the subjects of the <sup>Taluka</sup>  
<sub>State</sub> shall be similar to those in the adjoining British territory.

### CLAUSE IV.

In matters of detail of Abkari management such as the determination of the number and sites of liquor shops, the selection of retail sellers, etc., the officers appointed by Government shall during the term of the lease be competent to make the necessary arrangements without consulting the said Thakors.

### CLAUSE V.

The ownership of palm trees and other toddy producing trees and of places where such trees are grown shall not be deemed to have been transferred to the British Government under this lease but the Government may exercise such control

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\* NOTE.—The portion in brackets ( ) is to be inserted in the agreements with the Sankheda Mewas Estates only.

as it thinks fit on toddy traffic. No kind of tax however, shall be imposed on toddy or toddy trees without the consent of the said <sup>Taluka</sup> State and in case it is resolved to levy any such tax the residue of its income left after deducting the expenses of recovery shall be made over by Government to Thakor <sup>of the said</sup> Taluka State.

#### CLAUSE V.<sup>a</sup>.

The revenue derived from foreign liquor shops shall be remitted annually to the state and shall not be included in the amount of compensation referred to in article II above.

#### CLAUSE VI.

I agree heartily to render assistance in the matter of giving effect to the Abkari Act and rules, and also agree, on behalf of myself, my heirs, successors and my subordinate officers to render every possible assistance in preventing the illegal possession, manufacture, sale and transport of liquor under the same Act and the rules made thereunder, and the possession of materials and implements for the manufacture of such liquor.

#### CLAUSE VIa.

I further agree that during the period of the lease no kind of duty or other due shall be levied on liquor allowed to be manufactured transported or conveyed from one place to another, within the limits of the <sup>Taluka</sup> State or on materials brought for the manufacture of the same.

#### CLAUSE VII.

Offences against the Abkari Act shall be dealt with by the Local Criminal Court according to its powers.

#### CLAUSE VIII.

During the period of the lease an account of the Abkari revenue of the <sup>Taluka</sup> State shall be kept separately from that relating to the adjoining British territory and the same shall be annually furnished for the information of the Thakor of the to him or to his Karbhari.

#### CLAUSE IX.

At the conclusion of the present term of the lease it shall be renewable at the option of the British Government for such further period as may be fixed by Government upon the same condition as therein stipulated. On the expiry of the renewed term of the lease, or in the event of the British Government declining to exercise the option of renewal, then on the expiry of the renewed term of the management of the Abkari revenue will revert to the <sup>Taluka</sup> State.

## CLAUSE X.

I agree on behalf of myself my heirs and successors that in case the management of the Abkari revenue of the Taluka State is restored to me as aforesaid, the same shall be carried on in accordance with the following rules :—

The management shall conform to the law and rules relating to Abkari which may be in force in the adjoining British territory (Collectorates).

The rate of duty on liquor shall be the same as that which might be levied in the British territory.

The management of the said revenue shall be so carried on as not to affect in any way the Abkari revenue of the adjoining British territory, and the advice of the Political Agent, Rewa Kantha, shall be taken, when necessary, in this behalf.

But this clause shall not bind the said Taluka State to make any agreement whereby injury may arise to the lawful rights and revenue of the Taluka State and it is presumed that the management of the Abkari revenue of the Collectorates shall be so conducted as to cause no injury whatever to the Abkari revenue of the Taluka State.

(1) In this agreement the word "Collectorates" shall, unless a different meaning is intended, be deemed to include any Native State adjoining the said Taluka State in which the management of the Abkari revenue is carried on direct by the Bombay Government or in accordance with the rules prescribed by them.

(2) Throughout this agreement the word "Liquor" shall be taken to include both country liquor and foreign liquor.

This agreement is accepted to-day the

. Before me.

Signature of the Thakor.

THANDAR.

## No. XXXVIII.

ARTICLES OF AGREEMENT concluded between the BRITISH GOVERNMENT and CAPTAIN HIS HIGHNESS MAHARAVAL SHRI SIR RANJITSINHJI, K.C.S.I., RAJA of BARIA, to amend the Articles of Agreement concluded between the said Government and the State of Baria on the Twelfth day of September One thousand eight hundred and ninety-two,—1926.

*Preamble.*—Whereas Captain His Highness Maharaval Shri Sir Ranjitsinhji, K.C.S.I., Raja of Baria, has agreed to take over the portion of the Limkheda-Jhalod Road within the Baria State limits on certain conditions; and whereas the British Government has seen fit to hand it over to the Baria State on those conditions; the following Articles are in this view agreed upon between Captain His Highness Maharaval Shri Sir Ranjitsinhji, K.C.S.I., Raja of Baria, on behalf of

himself, his heirs and successors of the one part and H. V. Braham, Esqr., I.C.S., Political Agent, Rewa Kantha, for the time being, on behalf of the British Government, of the other part, to amend the said Articles of Agreement dated the Twelfth day of September One thousand eight hundred and ninety-two, as follows namely :—

#### ARTICLE I.

Articles II and III shall be deleted.

#### ARTICLE II.

For Article IV the following article shall be substituted, namely :—

#### ARTICLE II.

The Baria-Asadi Road, the Baria portions of the Godhra-Dohad Road and the Baria portion of the Jhalod-Limkheda Road, all of which have been hitherto maintained by the British Government are made over to the Baria State subject to the following conditions :—

- (1) The Baria State may establish a toll bar at a distance of 10 miles from the Warod Naka.
- (2) The Inspection Bungalow at Limkheda and the toll shed at Fulpari shall remain in the charge of the Baria State, provided that officers of the British Government of a rank not below that of a Mamlatdar or Sub-Divisional Officer of the Public Works Department shall be allowed the use of the Inspection Bungalow at Limkheda whenever necessary and available.
- (3) The roads, the Inspection Bungalow at Limkheda and the toll shed at Fulpari shall be maintained and repaired by the Baria State to the satisfaction of the Political Agent, Rewa Kantha.

#### ARTICLE III.

Article V shall be renumbered Article III.

#### ARTICLE IV.

Article VI shall be deleted.

#### ARTICLE V.

Article VII shall be renumbered Article IV, and at the beginning the following sentence shall be added :—

“ From the aforesaid fund the Baria State will maintain the roads, bungalow and shed described in Article II.”

## ARTICLE VI.

Articles VII, IX, X and XI shall, respectively, be renumbered V, VI, VII and VIII.

Executed at Godhra, this the tenth day of November One thousand nine hundred and twenty-six.

Signed, sealed and delivered by His Highness Maharaval Shri Sir Ranjitsinhji, K.C.S.I., Raja of Baria.

RANJIT SINHJI,

*Raja of Baria.*

Signed, sealed and delivered by the Political Agent, Rewa Kantha.

H. V. BRAHAM,

*Political Agent.*

Approved and confirmed by the Governor-General in Council.

By order,

J. P. THOMPSON,

*The 22nd December 1926.*

*Secretary to the Government of India in the  
Foreign and Political Department.*

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## No. XXXIX.

AGREEMENT executed by the THAKOR OF UCHAD for the lease to the BRITISH GOVERNMENT of a piece of land in his village of Wadia for the construction of an Inspection Bungalow,—1927.

To

THE POLITICAL AGENT,  
REWA KANTHA.

I, Thakor Mahmadiya Jitamiya of Uchad State, hereby agree to lease a piece of land measuring 2 Kumbhas and 69 Mohallas out of S. No. 59 in my village of Wadia to Government for the construction of an Inspection Bungalow for the use of all touring officers as sanctioned by Government as per Government Resolution No. 2863, dated 8th August 1927, Political Department, on an annual rent of Rs. 92-5-0 Rupees ninety-two annas five only on the following conditions : -

1. The possession of the said land having been handed over to Government on 23rd February 1927 the rent will begin to run from that date.

2. That the rent will be payable by Government on 23rd of February of each year from the Wadia Sub-Treasury.

3 In the event of the land being not required by Government for the purpose for which it has been taken a previous notice of one month shall be given to me and the land shall then be handed over to me in the same condition in which it was taken.

4 That so long the land will remain on lease with Government the jurisdiction over it shall vest in Government.

The above conditions shall be binding on me and my heirs.

MAHAMADMIYA J.,

Dated 15th November 1927.

Thakor of Uchad.

Witnesses :

B. P. AMIN,

Karbhari, Uchad.

H. H. SHAH,

Aval Karkun, Wadia Thana.

Before me.

J. C. SHAH,

Thandar, Sankheda Mewas (Wadia).

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No. XI.

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, on behalf of the GOVERNMENT of BOMBAY and the THAKOR of JAMBUGHODA, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the State,--1929.

Whereas the Thakor of Jambughoda has prohibited the cultivation of poppy and the manufacture of opium in his State and has agreed that no opium may be imported or consumed in his State other than opium on which Government duty has been paid, and whereas in consideration of the covenants on the part of the Thakor of Jambughoda hereafter contained, Government has agreed to relinquish the whole of the duty payable to Government on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants, the Thakor agrees as follows :—

(1) That he shall purchase and import opium for his own consumption and that of the people of his State from the Government Opium Depôt which the Political Agent may appoint for that purpose.

- (2) That he shall be allowed for consumption in his State such quantity of opium as may be fixed by Government from time to time.
- (3) That he shall assimilate his opium policy in every respect to that in the neighbouring British Districts and shall not allow opium to be sold at a lower rate than that at which it may from time to time be sold in the neighbouring British Districts.
- (4) That he will furnish every half year on the 1st February and 1st August to the Political Agent, in such form as the Commissioner of Excise, Bombay, shall, after consulting the Political Agent from time to time prescribe, accurate accounts of the opium transactions of his territory.

RANJITSINGHJI,

*Thakor of Jambughoda.*

*Dated at Jambughoda 22nd January 1929.*

J. F. B. HARTSHORNE,

*Political Agent, Rewa Kantha.*

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